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The Solicitors' Journal.

LONDON, APRIL 20, 1867.

WE ARE AUTHORISED to state that the charge of the Lord Chief Justice to the Grand Jury in the case of the indictments lately preferred against Colonel Nelson and Lieutenant Brand is about to be published shortly, and that his Lordship has himself consented to revise the shorthand writer's notes for that purpose.

WE LATELY MADE some observations upon the designs for the new Law Courts, considering the subject, however, exclusively from a utilitarian point of view, and taking into account simply the comparative aptitude of the plans to suit the convenience of the profession.

This consideration still seems to us of such supreme importance that no question whatever ought to be allowed to come, even in the slightest degree, into competition with it; but as we know that many, even of the profession, entertain a strong opinion that the artistic excellence of the new building ought to be made a point of great weight, we have much pleasure in reproducing in another column some remarks on this subject which have recently appeared in the *Builder*, and with the general effect of which we most heartily concur. We trust the Commissioners will not be slow to take the hint there given.

While on this subject we may mention as one result of the circular lately sent round to all the officials in the several courts, asking their opinion on the relative facilities given to the despatch of business in their own offices respectively by the several plans; that the Registrars of the Court of Chancery have, with one dissentient, determined to recommend Mr. Brandon's design as the most suitable to their requirements. We understand that the single dissentient had long since (we believe before the public had seen any of the plans) announced his determination of supporting Mr. Waterhouse's design.

WE HAVE RECENTLY called attention to the mode in which business is conducted in Chancery chambers, and our observations, as we anticipated would be the case, have laid us open to a variety of criticism, some favourable and some having an opposite tendency. We by no means regret this. We did not expect upon such a subject to find a uniformity of opinion and judgment, and we, at all events, have furnished evidence of the honesty of the views that we expressed by the ready insertion we have given to communications, no matter whence they proceeded, and have in this instance, as in every other, furnished proof that we recognize the justice of the principle—*audi alteram partem*.

But we shall now refer to what may be regarded as another branch of the same subject, and we do so after numerous complaints have reached us. It will be conceded at the outset that so simple a matter as convenience is not to be disregarded, even in connection with that grander subject—the administration of justice. By what process of reasoning then can the present disposition of the chambers attached to the several Courts of Chancery be defended? Let us for a moment put aside the

Rolls' chambers; because it so happens that the Rolls' Court is at one part of Chancery-lane, distantly removed from the other courts at another. In making this exception we are not to be understood as admitting the necessity for wide separation as regards the chambers. But in the case of the chambers of the Vice-Chancellors, surely arrangements might be made for their concentration, say somewhere in Old-square, where those of Vice-Chancellor Stuart are conveniently placed; so that solicitors and others who have business in them should not be compelled to travel from Old-square across to New-square; and then, retracing their steps, to a quiet corner in Stone-buildings. To be sure, when the projected hall of justice is finished, which as yet may be regarded as looming somewhat distantly in the future, the manifest inconvenience to which we are directing attention will be remedied. But, unless there be some obstacle that cannot be overcome, why not set about applying a remedy during the intervening space? Whatever may be the healthy diversity of opinion upon most subjects, we conceive all must be of accord upon this; and having thus briefly ventilated the subject, we leave it in the hope that our remarks may lead to that convenience which both branches of the legal profession have a fair right to expect.

IN ILLUSTRATION of the point often raised incidentally by railway and other companies carrying passengers as to whether a ticket issued by the company and paid for by a passenger, is a contract without the possession of which the rights of the passenger as against the company cannot be enforced, and in the absence of which the company can demand a fresh payment for a journey, we may refer to a decision of Mr. Commissioner Kerr made at the Sheriff's Court on the 16th inst. The plaintiff in this case had taken a return ticket from London to Boulogne and back, and his name was entered on the company's books as having taken that ticket. He lost the second or return half, and on his arrival in London, the company made him pay the return fare. He now brought his action to recover the amount so paid. In pronouncing his decision, the learned Commissioner said that, as the contract was of a personal character, it was clear that the mere non-production of the ticket could not stop plaintiff's passage; and, if he had transferred the ticket to any other person, the company could have prevented the passage of that other person. As the facts of the case stood, however, he should decide that the plaintiff had personally contracted with the company to be taken to Boulogne and brought home again, and the company had not fulfilled the terms of their contract. The pieces of paper given to the plaintiff when he paid his money were merely proof that such money had been paid, and could have no effect upon the present judgment. The company had taken the plaintiff's money to bring him back to London, and they would not bring him back until he had paid the money over again. The company had no right, this being a personal contract, to enforce that second payment; and, therefore, the verdict would be for the plaintiff, with costs.

In like manner, whenever a passenger takes a return ticket by railway, the contract is a personal one in so far as the holder of the ticket is not permitted to transfer it, and although his name is not taken down in a book when he takes his ticket, he has a right to travel for its full value. The production or non-production of a ticket may, indeed be taken as *prima facie* proof of payment or non-payment of the fare; but inasmuch as the production of a ticket fraudulently obtained, would vest no rights in its holder, so the absence of the ticket is not any proof that he has, in the words of the 103rd section of the 8 Vict. c. 20, "used the railway without having previously paid his fare, and with intent to avoid payment thereof." And this was the principle point in the case of *Bridge v. The Lancashire and Yorkshire Railway Company*, referred to last week. The officers of the com-

pany had inferred fraud in the plaintiff by reason of his not showing a ticket (it will be remembered the plaintiff declared he had given it up to the collector), while there was at hand ample means of showing that he had already paid his fare. One of the large companies having a terminus in London issues to its season ticket-holders a periodical notice to the intent that, unless an expiring ticket is renewed so that the holder is able to present his new ticket the first time he travels, he will be charged full fare, which *will not be returned*. That is to say, if from any cause whatever, whether through the default of the company or otherwise, and even though the passenger may have paid for his new ticket on ordering it, and that, in ample time, yet he will be required to pay again for that which the company was already, under contract to supply him with. We have never heard of this preposterous notice being carried out, but it serves well to show the exalted notions such companies hold of the powers conferred on them by the Legislature. It is not then superfluous to declare that a railway ticket is not a contract, but only evidence of a contract.

THE ABOLITION OF ARREST on final process is the object of a bill brought in by the Attorney-General, Mr. Secretary Walpole, and the Solicitor-General, and of which the short title is "The Judgment Debtors' Act, 1867." By this it is provided that no person shall be arrested on final process, nor charged in execution, in a civil action, if not in custody, except where judgment is recovered for more than £20, exclusive of costs, as damages in an action for libel, slander, assault, battery, seduction, breach of promise of marriage, malicious arrest, malicious prosecution, malicious trespass, malicious injury or malicious felony or prosecution of a petition in bankruptcy; or where that amount is recovered in an action for debt, and the judge certifies that the defendant has been guilty of fraud; or where an affidavit is filed of the deponent's belief that the debtor is about to depart out of England. In order, we suppose, to obviate the delay ordinarily occurring in applications for a writ of *ca. sa.* where a debtor is about to depart out of England, power is given to country bankruptcy commissioners, county court judges, judges of local courts of record having jurisdiction in actions over £20, recorders, police or stipendiary magistrates, or any two county justices, to issue a warrant for the arrest of a debtor upon the application of the person entitled to sue out a writ, and upon proof on oath of the deponent's belief that the debtor is about to depart out of England. This warrant is to be only auxiliary to the process by writ of *capias*, and is only to be in force for seven days. Whether arrest takes place under the warrant or not, the applicant must at once sue out his writ of *ca. sa.* and serve it on the debtor within seven days from the date of the warrant. A person in custody under a *ca. sa.* is to be entitled to his discharge at any time on payment of the debt and costs, and of the proper fees and charges, or at the end of six months on payment of the fees and charges alone; but the arrest is not to be a satisfaction of the debt, nor to lessen the creditor's rights and remedies for recovering the debt by proceedings against the debtor's property, nor deprive him of the benefit of any charge or security on the debtor's property. Prisoners in custody at the commencement of the Act are to be entitled to their discharge under the Act.

No attachment for non-payment of any sum of money is to be issued out of any court of law or equity without a special order of the Court from which the attachment issues, but if the amount the debtor has failed to pay is over £50 the creditor may sue out a judgment-debtor summons out of the Court of Bankruptcy requiring the debtor to appear and be examined respecting his ability to satisfy the demand. A judgment debtor summons may also be sued out for the same purpose in respect of judgments at law for a sum exceeding £50. If the debtor refuses to be sworn, or when sworn to answer any

question, he may be committed without bail for the contempt.

These are shortly the principal provisions of this very important bill, but it includes, besides the minor details necessary for carrying them out, certain regulations with respect to the sale of goods taken in execution by the sheriff, and also as regards warrants of attorney, cognovits, and orders for judgment, and will upon the whole, if passed, effect a very extensive alteration in the law of arrest. It will be observed that six months is the longest time anyone can be detained in prison simply for a debt, and that his discharge from prison does not discharge the debt.

THE GREAT CASE of *Edmunds v. Brougham*, better known as "the Edmunds' Scandal," it seems, has been compromised. The cause stands second in the paper of Vice-Chancellor Stuart, for Wednesday, April 24th; but, according to the statement of Mr. Higgins, when he applied to have it specially fixed, it is only to be mentioned in order that the terms of compromise may be formally ratified.

THE BLUE-BOOK of Mr. Watkin's committee on the Limited Liability question, when published, will be worth reading. In addition to the evidence of Mr. Church, which we noticed last week, the committee, who had already had before them the evidence of Lord Romilly, have now had the advantage of the experience and acumen of the Vice-Chancellor Wood. The opinions expressed by Lord Romilly agreed substantially with those of Mr. Church. Vice-Chancellor Wood made some important suggestions and remarks with reference to prospectus, articles of association, variation between these documents, and the effects of misrepresentation. To examine his Honour's suggestions in detail would, however, encroach too much upon our space. With respect to a county court jurisdiction in the matter of winding-up, the Vice-Chancellor approved of the idea, as far as concerned winding-up voluntarily or under supervision. His Honour's opinions were also asked respecting reductions of capital, and respecting purchases of their own shares by companies. Upon the first of these subjects, he thought it should be sufficient if notice were given to each creditor of the intention to reduce the company's capital, that intention being at the same time properly advertised in the newspapers. With reference to the purchase by a company of its own shares, he was of opinion that such transactions should be authorisable only by a specific vote of the shareholders, and that shares bought by a company should be registered in its own name, and no vote attach in respect thereof. This latter topic is one of much importance, for it must be admitted that the purchase by a company of its own shares militates directly against the rights of creditors. It is to be hoped that the committee will thoroughly consider this question; there are those who think that no company should be permitted in any case to become a purchaser of its own shares, and there is much to be said upon their side of the question. A purchase by a limited company of its own shares amounts, in effect, to a reduction of the capital, so far as the security of creditors is concerned. We are speaking, of course, with reference to cases in which the shares are not paid-up. In strict fairness to creditors, the liability in respect of shares purchased by the company itself should be apportioned amongst the members of the company, in addition to their existing liability; but then this would probably be regarded as an infringement of the very principle of Limited Liability. It is not very unusual for the articles of Association to contain a clause empowering the directors to purchase, on behalf of the company, its own shares; and in addition to this, prescribing that the shares so purchased, shall thereon become extinguished. Now it seems probable that the last half of such a clause might be invalid as against creditors; but wherever a purchase of its own shares is made by a company, it is certainly unjust to creditors that the security, which up to the

time of the purchase, had enured for their benefit, arising from the liability of certain persons to calls in respect of those shares,—should be suddenly swept away. We throw it out as a suggestion, whether, if companies are to be allowed to purchase their own shares, the directors should not be liable, personally, for the calls on those shares, in the event of the assets of the company derivable from other sources, proving insufficient for the discharge of its liabilities: a sort of partial importation of one of the incidents affecting the French *Société en Commandite*. We trust, by the way, that Mr. Watkin's committee will obtain the evidence of some persons well qualified to report upon the working of the French Code in the matter of Joint Stock enterprise.

CRIMINAL LAW AMENDMENT BILL.

The House of Commons, full of great bills and extensive measures, is threatening to set everything to rights for us, from its own most august self, at one end of the scale, to the cabmen and cstermongers of the London streets, at the other; and amidst the crowd of big brothers there is some danger of unobtrusive little measures, which are merely designed to simplify the working of the legal machine, being jostled out of sight; we trust the bill brought in by Mr. Russell Gurney, and Mr. Coleridge may escape this fate. It professes to be "a bill to remove some defects in the administration of the Criminal Law," and by its first section it proposes to restrict the operation of 22 & 23 Vict. c. 17 (the Vexatious Indictments Act) s. 1, which enacts, that in cases of perjury, conspiracy, false pretences, keeping gambling or disorderly houses, or indecent assault, no bill shall be presented or found unless one of four requisites be complied with, viz., either the prosecutor must have been bound over to answer the charge, or the consent of a judge, or of the attorney or solicitor-general, must have been obtained, or, in cases of perjury, the prosecution must have been directed by a court or judge, or a public functionary within 14 & 15 Vict. c. 100. The object of this enactment was to prevent malicious prosecutions, which were instituted without any real chance of success, either to extort money, or on the principle that where much mud is thrown some of it will be sure to stick. In practice, however, it was found that the Act extended to cases not falling within the mischief it was intended to remedy, and, not unfrequently, what was meant as a safeguard to the innocent turned out to be a protection to the guilty, and a hindrance to the administration of justice. This defect the present bill seeks to remedy by allowing indictments with counts for any of the offences mentioned in the Vexatious Indictments Act, if they be such as may now be lawfully joined with the rest of the indictment, and if, in the opinion of the Court, they are founded on what is disclosed in the depositions, duly taken and transmitted; and it is further proposed, in the amplest terms, that any bill of indictment may be found by a grand jury if presented with the consent of the Court before which it may be preferred. In this nineteenth century we may surely trust our courts to exercise such a discretion as this wisely, and for the public benefit.

The second section proposes that, where the grand jury throw out the bill against a person who has not been committed or held to bail, or where such person is acquitted by the petty jury, the Court, if it thinks there was no reasonable cause for the indictment, may order the prosecutor to pay the costs of the accused. So simple a measure of justice speaks for itself, and the obvious result of it must be a diminution in civil actions for malicious prosecution. There can be but few engaged in the working of the criminal law who have not sometimes had to blush at the scandal of an innocent man being mulcted in the costs of his defence, while his accuser draws on the public purse for the gratification of his malice. The bill then goes on to provide, in effect, that after the accused has been asked the questions

enjoined in the 18th section of Jervis's Act (11 & 12 Vict. c. 42), the justices shall ask him if he wishes to call any witnesses, and his answer is to be taken down and be evidence against him; and if he does call witnesses, their evidence is to be taken and they are to be bound over, just as is now the case with witnesses for the prosecution; and the Court is to be at liberty to allow the expenses of such witnesses at the trial, and also at petty sessions, if they have obtained a certificate from one of the justices. It is so clear that the accused ought to have the same advantage as his accuser, that it is difficult to suggest any objection that can be made to these provisions, except possibly on the ground of expense; but as these expenses are to be in the discretion of the Court, we cannot believe that even the late Mr. Hume would have grudged a payment which the country would only be called on to make in the case of honest and *bona fide* defences. A House of Commons which lavishes a subsidy on an ironclad can scarcely refuse to sanction what will probably be a trifling expenditure, and will certainly be a considerable boon to the poorer classes. When the bill goes into committee a section might be well added to it, empowering the Court to allow the costs of prosecution in all cases of misdemeanour without exception. The bill next extends the use of a deceased witness's deposition, under 11 & 12 Vict. c. 42, s. 17. After reciting that it may not be practicable or permissible to take the deposition of a sick person so as to make it available in case of his death, it provides a machinery by which, whenever a person is dangerously ill, and, in the opinion of a registered medical practitioner, not likely to recover, and able and willing to give material evidence relating to any indictable offence, a justice may take his evidence, after notice to the person against whom it is intended to be used; and in the event of the deponent's death it may be put in at the trial, either for or against the accused. We were not aware of the defect which this provision is intended to remedy, but it must be admitted that the opinion of so experienced a judge as the Recorder of London is good evidence of its existence. The seventh and last section of the bill is an inevitable consequence of 24 & 25 Vict. c. 66, which extended the provisions of the Common Law Procedure Act, 1854, allowing witnesses with conscientious scruples to make a solemn affirmation instead of taking an oath, to criminal as well as civil proceedings. It is now proposed to extend this to jurors in both civil and criminal cases. The bill has already passed its second reading; it is brought in by two eminent lawyers sitting on opposite sides of the House, and, if not jostled out of sight by larger measures, we see no reason to doubt its becoming law, and that without any material alteration in its enactments.

Since the above remarks were written the provisions of the bill have been considered in committee, but we believe they remain substantially identical with those originally proposed.

LAND TENURES IN OUDH.

It is instructive to observe the application of legal principles in an early stage of civilization, and therefore we may usefully draw attention to a blue-book of considerable bulk which contains the reports of an inquiry held by officers of the Indian Government into rights of occupancy in the province of Oudh. Acting on the precedent of other settlements made by British power in India of conquered territory, the annexation of Oudh was followed by an inquiry and record, which ascertained proprietary rights, and adjusted the revenue payable out of the province to the State. It appears that British officers have grown wiser in this matter by experience, and conclusions which, in previous inquiries, were not only adopted but applauded, have been, on further investigation, put aside, as unsupported by the evidence which has been taken in courts held for that purpose in various districts.

The condition of land ownership in Oudh may be de-

scribed generally by saying that there was a class of feudal chieftains, some Hindoos and some Mahomedans, who were holders of large estates, and farmers of revenue of districts adjacent to their residences. These chieftains are called talookdars, and they correspond nearly to the class of zemindars, of which we have heard in connection with the land settlements of other provinces. The zemindar sometimes appears as lord of the soil, and sometimes as a mere collector of taxes for the State, and it may be doubted whether this variation in his position has arisen from actual difference of circumstances, or from the different views taken of those circumstances by investigating officers. The supposed advantage of what has been called the zemindaree, or aristocratic, system of tenure, as contrasted with the tenure of ryots, or peasant proprietors, in India, has been a favourite subject of discussion with political economists, and it may be suspected that the conclusions of inquiring officers have sometimes been shaped with reference rather to what, in their opinion, ought to be, than to what really was. However, in truth, the talookdars were unmistakably owners of large portions of the land, and they had rights or powers over other large portions. There were other owners of small estates, and there was the large class of cultivators, with regard to whom the question was whether they were mere occupiers, or possessed proprietary rights. In the north-western provinces it was determined that the cultivators were proprietors, but in Oudh, under circumstances nearly similar, it has been determined that they are occupiers. This conclusion was arrived at after holding open courts of inquiry in selected villages; and it must be allowed that the inquiring officers, although their knowledge of legal principles was by no means profound, displayed a very creditable proficiency in the art of conducting inquiry so as to elicit truth. The reports of these inquiries, given in the blue-book, are good examples of the simple and primitive method of transacting judicial business which is necessarily adopted to a great extent by British functionaries in India, and they furnish an amusing contrast to the elaborate and highly technical reports with which our readers are more familiar. The settlement officer appoints a day to hold his court in a particular village, and summons the occupiers of land before him. They appear, and they all claim to have held the same land at the same rent since they came into the village. Some of them state that their families have held the same land for a hundred years; but "they all disclaim any proprietary title," and the talookdar's representative claims for his master full power to oust his tenants or raise their rents at his pleasure. The settlement officer concludes that "there is no trace of tenant-right here. It is not claimed, except under the idea that it is a necessary consequence of English government." It may be suspected on first meeting with such a phrase as "they all disclaimed any proprietary title," that the inquiring-officer may have been too hasty in ascribing to the villagers who came before him expressions which they could but imperfectly understand; but it appears that these officers took very considerable pains to make the purport of their inquiries understood, and they prosecuted those inquiries, not only in courts held for that purpose, but also among individual cultivators whom they encountered in the fields or by their wells. It was generally admitted that the talookdar could eject the cultivators or raise their rent in the King's time, but a notion seemed to prevail that it would be different under British rule. Some of the cultivators stated that if the talookdars oppressed them they could have complained to the chukladar, or collector of the King's revenue; but when they were asked to mention a case in which the chukladar had listened to the complaint, they answered that they could not. Yet there were some remedies for oppression and extortion even under the barbarous rule of the kings of Oudh: If the chukladar demanded too much rent from the talookdar, he took up arms; and if the talookdar squeezed the ryot too closely, he ran

away. There was this great check upon the landlord's exactions, that he could not do without his tenant, whereas the tenant could get land elsewhere. And landlords were further restrained by a rude sort of public opinion which existed even in Oudh. A tenant stated to the inquiring officer that he had "a cultivator's right—that is, a right to fill his belly." Another stated that "he had done so much in tilling and manuring that it would be a shame to turn him out; he would not live if he were ousted." Upon the estate of a Hindoo talookdar public opinion was reinforced by religion. A cultivator of one of the higher castes would threaten, if his rent were raised, to destroy himself; and the talookdar's fear as to the safety of his own soul would secure a Brahman in his occupation upon easy terms. "Brahmans got lands at low rates for the good of the donor in a future state." Even if the talookdar were a Mahomedan he probably could not venture to throw the Hindoo community among which he dwelt into consternation by driving a Brahman to execute his threat of ripping himself open or jumping down a well.

It appears that the present tendency of opinion among British officers in India is in favour of interfering as little as possible with land tenures. It is stated that only a minority of the cultivators or their descendants, who were recorded as in possession at the settlement of the north-western provinces will be found in possession now; and that, whatever is done by British officers, the proprietor always can, and always will, get rid of his unpopular tenants by stopping their supplies of water, wood, grass, &c. We thus find another correcting influence at work, which neither our lawyers nor our political economists would be likely to take beforehand into account. The transitions through which land tenures in India are passing under our eyes may enable us to understand better the history of land tenures in Europe, and thus to trace the process by which our own existing law of real property was formed. The talookdars of Oudh, and the zemindars of other provinces of India, constitute a territorial aristocracy, but, from various causes, we find some of them enjoying great possessions and extensive jurisdictions, others representing the central Government in their respective districts, and others, again, retaining a merely honorary dignity. The comparison is obvious between this class and the counts and dukes of Europe, who sometimes have been beneficial owners of the districts from which they took their titles, more commonly have been defenders of the districts in war and rulers of them in peace, and now are, for the most part, no more than a titular nobility, having perhaps no connection whatever with the locality from which they take their titles. A more striking similarity, however, will be observed between a talook in Oudh and an English manor. The copyholders of a manor did originally hold literally at the will of the lord, and now they have estates as secure and almost as valuable as freehold. One of the inquiring officers in Oudh arrived at the conclusion that the cultivators held, under native rule, the position of serfs or villeins; and we have seen that under that rule the talookdar could do as he liked, although a notion prevailed among the peasantry that he would be restrained from doing so by the "beneficent" authority of Britain. In the north-western and other provinces, that authority, whether beneficent or otherwise, has converted cultivators, having no more right than in Oudh, into proprietors; that is, it has done, by holding a court and making an entry on a record, that which in England has been the work of ages—viz., the conversion of tenants at will into tenants having an interest almost as beneficial as a fee simple. Again, when we hear of cultivators of a few fields, whose fathers have cultivated the same before them, and who urge that they ought not to be turned out so long as they pay the accustomed rent, we seem to be listening to an argument in favour of Irish tenant right.* It is scarcely necessary to point out

* i.e.—Of tenant right as it exists in Ulster, not of tenant right as claimed in Parliament for Ireland.—Ed. S. J.

that for Indian civil servants, who are likely to be called upon to consider questions of land tenure, a knowledge of the principles of real property law is indispensable. The inquiring officers in Oudh showed some knowledge of law, and a good deal of natural sagacity, which enabled them, for the most part, to avoid blundering through ignorance. It is creditable to them that they held fast by facts, and were not led away into imagining a state of things conformable to any theory of what ought to be.

THE LAW COURT DESIGNS.*

No one who visits the designs for the proposed new Palace of Justice, now exhibiting in Lincoln's Inn-square, can fail to be struck with the amount of skill shown in the arrangement of the plans, the beauty of the drawings, and the mastery over the details of Gothic art which they all display. Probably no similar exhibition in recent times has given evidence of so high and uniform a degree of merit as this one displays. With all this the effect produced on my mind by the examination of the drawings is one of extreme despondency as regards the position and prospects of architectural art in this country, and as the subject is one of public interest, I should like an opportunity of explaining how this feeling arises in the presence of so much real ability.

It is easy to see that our present admiration of Gothic art arises from a reaction against the still more absurd classical art of the last century. When, in the sixteenth century, all the world went wild in admiration of classical literature and classical art, architecture naturally fell into the same trap; and the system of education in our universities and public schools has done all that could be done to perpetuate the delusion to the present day. The classical system has broken down at last, but substituting one falsehood for another does not, unfortunately, make a truth; and if it were absurd to attempt to restore the arts of Italy as they existed about the time of the Christian era, it is scarcely less absurd to suppose that the arts of the feudal system in the middle ages are suited to the wants of civilized England in the nineteenth century.

But to turn from these generalities. It may be asked where is the escape from the present difficulty? An immediate cure to a malady of such long standing is of course impossible; but supposing the commissioners had inserted in their instructions a clause to the following effect:—"We do not pretend to dictate the choice of style to the competing architects, but no pointed arches and no classical pillars will, under any circumstances, be tolerated." Or suppose the judges were now to say to any of the eleven, "We accept your plan, and approve generally of your elevation, but we insist that wherever you have put a pointed arch you shall turn a round one." This might necessitate some, but not any great, alterations in the design, and it would not effect all that is required; but it would do this, it would get rid of the masquerade of Mediævalism. The griffins and gurgoyles, and all the unhuman figures, would take flight to the realms where they were created. There would be no longer any reason why modern art and modern elegance should not be introduced. The nineteenth century might be acknowledged, and the architect, freed from the trammels of archaeology, would far more easily suit his design to the purposes for which it is required. No doubt he would cry out lustily, at first, that his design was spoilt. In ten or twenty years hence, when the Gothic mania has passed, with crinolines and chignons, to the limbo of all untruthful fashions, he would rejoice that he had been saved from what all probably will then acknowledge to have been an absurdity.

It may be asked,—If this is so, why did not the competitors see it, and some of them, at least, try what common sense could do in the preparation of a design? The answer is only too easy. If any man undertakes the

enormous labour and anxiety involved in such a competition as this, he is bound to use every means in his power to insure his success. In the present instance it was known that some of the judges had a sentimental veneration for the Middle Ages, and that others were so entirely innocent of any knowledge of the subject they were appointed to decide upon, that they would be led away by any fashionable cry or influenced by any enthusiast who got access to them. The competitors knew that Gothic was the prevailing fashion of the day, and the one most likely to win, and Gothic consequently all the designs are.

An architect would simply be throwing away his chance who, on entering on such a competition as this, would set himself down to think only of how he could best arrange his design according to the principles of common sense, and then how he could most appropriately ornament it so as to express its purpose and its age. Who is there to appreciate such thoughtful conscientiousness? On the other hand, the public have within the last thirty or forty years, learnt the rudiments of Gothic design. They have reached that schoolboy stage of knowledge which considers a correct copy the highest intellectual attainment, and are proud of showing their knowledge by saying this feature is correct, or there is no authority for that detail.

Among much that is discouraging there is one circumstance connected with this competition that seems to afford a ray of hope. No one is quite satisfied with it. In spite of all the talent displayed, and the beauty of the drawings, it has been impossible to get up any enthusiasm about it in any quarter.

This feeling of "mal aise" on the mind of the public with regard to the competition is most hopeful. So soon as educated men begin to think about it the battle is half won. When men ask why architecture alone should stand still, and retrograde in an age of progress, and find that no satisfactory answer can be given, they will demand something else. When they demand it will be surely obtained. There is an abundance of talent in the profession, but till the public are convinced that Gothic spires and Grecian porticos are both equally absurdities when erected in the nineteenth century, they must be content with such imitative shams. It will be easy to do better things so soon as there is taste sufficient to appreciate a good thing when done. Let us hope that the day may not be far off when this may be the case. J. F.

THE JAMAICA PROSECUTIONS.

The results of the Jamaica prosecutions are not to be measured by the fact that the Grand Jury have ignored the bills against Colonel Nelson and Lieutenant Brand. It is not a trifling gain to have called forth so powerful and emphatic a reassertion of the grant historical principles of English liberty as that contained in Lord Chief Justice Cockburn's charge. No reasonable person wished to see the prisoners punished for acts which, however deplorable, were probably committed in good faith. What was chiefly wanted was to have some authoritative declaration put on record that such acts, though they may be excused, can never be justified; and that they deserve not praise, but pardon. In this respect the charge of the Lord Chief Justice left nothing to be desired.* It swept away all those theories of the right of the Sovereign to proclaim martial law at his pleasure, which have of late been so complacently preached, while it went step by step through the whole history of Mr. Gordon's arrest, trial, and execution, and proved each one of them to be more arbitrary and mere

* We are credibly informed that when the grand jury returned "No true bill" in these cases, the Lord Chief Justice was the most astonished person in court. We believe he intended to leave no doubt of his opinion that the bills ought to be found, though his great anxiety to put prominently forward every excuse that could fairly be urged for the prisoners, may have prevented the grand jury from appreciating this.—Ed. S. J.

* From the *Standard*.

illegal than the other. The next governor of Jamaica will certainly be without excuse if he confounds helpless prisoners with armed rebels, and sees in the restoration of order no reason for the restoration of law.—*Chronicle.*

EQUITY.

PARTIES TO A SUIT FOR SPECIFIC PERFORMANCE.

De Hoghton v. Money, L. J., 15 W. R. 214.

It has long been settled as a general rule that the parties to a contract are the only proper parties to a suit for its specific performance. The leading case on this point is that of *Tusker v. Small*, 3 My. & Cr. 68. Lord Cottenham, in his judgment in that case, said:—"In equity, as well as at law, the contract constitutes the right, and regulates the liabilities, of the parties. . . . It is obvious that persons strangers to the contract, and, therefore, neither entitled to the right, nor subject to the liabilities which arise out of it, are as much strangers to a proceeding to enforce the execution of it as they are to a proceeding to recover damages for the breach of it."

This rule is not, however, without some exceptions. One of the most important exceptions appears to be where a purchaser, from a vendor who has made a previous conveyance of the property, which is alleged by the purchaser to be a voluntary conveyance, files a bill against the vendor for the specific performance of the contract for purchase, and seeks at the same time to have it declared that the previous conveyance was voluntary, and therefore void by statute as against a subsequent purchaser for value. In such a case it seems that the persons who claim under the alleged voluntary conveyance may and ought to be parties to the suit. With reference to this point Mr. Fry, in his treatise on specific performance, says (p. 39):—"So, in the case of purchases from a voluntary settlor, where the contract is enforced by a purchaser, it seems proper to make defendants not only the vendor, but the trustees of the settlement and the persons beneficially interested under it." The authority cited for this proposition is *Willats v. Busby*, 5 Beav. 193, and there the point does not appear to have been argued. In that case a purchaser from a voluntary settlor filed his bill for specific performance against the settlor, the *cestui que trust* under the settlement, and the trustees. The only question which appears to have been argued was whether any decree could be made in the absence of one *cestui que trust* who was out of the jurisdiction of the Court. In the recent case of *Townend v. Toker*, 14 W. R. 806, L. R., 1 Ch. App. 446, however, the objection was distinctly raised that persons not parties to the contract ought not to be made parties to a suit for its specific performance. In that case the vendor, Miss Toker, in the year 1853, conveyed certain property to the use of herself for life, with remainder to the common dowry uses in favour of her nephew Mr. P. C. Toker. The conveyance was expressed to be in consideration of natural love and affection, and also of a covenant entered into by the nephew. In 1863 Miss Toker entered into a contract for the sale of the property to Mr. Townend, the plaintiff in the suit. The conveyance of 1853 caused a difficulty in the completion of the purchase. The purchaser required the concurrence of Mr. P. C. Toker in the conveyance to him, and this was refused. The purchaser thereupon filed his bill for specific performance against the aunt and the nephew, insisting that the conveyance of 1853 was purely voluntary, and that the nephew ought to join in conveying the property to him. Miss Toker did not resist specific performance, and she alleged that the conveyance of 1853 was a voluntary one. Mr. P. C. Toker, on the other hand, insisted that that conveyance was made for value, either by reason of the covenant on his part contained in it, or in consequence of certain other dealings disclosed by his answer. The Master of the Rolls held that the conveyance of 1853 was voluntary, and he decreed specific performance of the agreement with the plaintiff, and ordered that the nephew should concur in conveying the property to him.

On appeal this decision was reversed, and the bill was dismissed, the Lords Justices being of opinion that the conveyance to the nephew was supported by sufficient consideration. One of the arguments, however, which was very strongly urged by the counsel for the nephew upon the appeal was that, even if the conveyance to him was voluntary, he was not a proper party to the suit, being no party to the contract with the purchaser, and, moreover, that no relief against the nephew was necessary to the purchaser, inasmuch as if the conveyance to the nephew was voluntary, it was by the statute *ipso facto* void against a subsequent purchaser for value. Upon this point Lord Justice Turner said,—"It is not necessary for us, in my opinion, to decide this point, nor do I mean to bind myself to any final opinion upon it, but the strong inclination of my opinion is that this objection on the part of the appellant cannot be maintained. It is no doubt true that in ordinary cases of suits for specific performance the vendor and purchaser are the only proper and necessary parties to the suit, but in a case of this description the settlement, if voluntary, is fraudulent and void against the purchaser, who is, of course, entitled to the best title which the vendor can make, and must, it should seem, be entitled to have the question tried whether the settlement is voluntary or not. That is a question which cannot be tried between the vendor and the persons interested under the settlement, for the settlement is binding upon the vendor. It is a question which can be tried only by the purchaser, and if it is to be tried with him, I see no reason why it should not be tried in a suit for specific performance rather than be made the subject of a distinct and separate suit, the more so as it is a question which affects the validity no less than the performance of the contract. Such a case does not, it is to be observed, stand upon the same footing as the ordinary case, in which it is doubtful whether the vendor has power to sell, and in which the Court might dismiss the bill upon the ground of that doubt. For to deal with a case like the present, upon that footing, would go far to destroy the effect of the statute as applied to voluntary settlements, as no purchaser would take the title without being satisfied that the settlement was invalid against him, and it would therefore, to say the least, be difficult to effect any sale of property comprised in such a settlement. There is enough, therefore, as it seems to me, to distinguish cases of this description from the ordinary cases of specific performance; but, at all events, it appears to have been the constant practice of the Court, to make persons interested under settlements alleged to be voluntary parties to suits of this description, and I am not disposed to alter the practice."

This passage of his Lordship's judgment seems to state very clearly the reasons for the deviation, in cases of this kind, from the ordinary rule as to the proper parties to a suit for specific performance, though we fear the effect of this deviation, as well as of other decisions upon the statute 27 Eliz., c. 4, is to change that statute from one for the protection of purchasers, for which we imagine it was originally intended, into one for enabling voluntary settlers to get rid of the consequences of their own deliberate acts, if they should happen to change their minds.

Though, however, the Courts recognize this deviation from the ordinary rule, they will not extend it further than is absolutely necessary. The principal case affords an illustration of this. In that case, Mr. Cotton, who was a publican, carrying on business at the Royal Standard Tavern, in Hoxton, and also an officer in a regiment of volunteers, on the 11th March, 1862, wrote a letter to Mr. Money, who was the lieutenant-colonel of the regiment, in which he stated his willingness to give to the regiment the entire use of a piece of land, of which he held a lease, and which adjoined the tavern, for the purpose of a drill-ground. The regiment was to pay £1 a year for the use of the ground, and to level the ground properly, and all the covenants of Cotton's lease were to be binding upon and fulfilled by the regiment. On receiving this letter, Money signed it himself and had it stamped as a lease.

The regiment took possession of the ground, and used it as their drill-ground, and paid the rent of £1 up to the year 1864. On the 24th May in that year the plaintiff, who was the colonel of the regiment, entered into a written agreement with Cotton for the purchase, for £550, of the piece of land, and all Cotton's interest in it, "without any reservation whatsoever, except as to a disputed right, claimed by Lieutenant-Colonel Money" in respect of the above-mentioned letter. On the same day Money served notices on the plaintiff and on Cotton that he claimed the land under the letter of March, 1862; and on the 10th June, 1864, Money executed a deed purporting to assign the land to himself and one Hook, as trustees for the regiment. The plaintiff then filed his bill against Money, Hook, and Cotton, and thereby alleged that the letter of March, 1862, was improperly, and by undue influence, obtained from Cotton, and prayed a declaration that it was void, and that it and the deed of June, 1864, might be delivered up to be cancelled; that the agreement of May, 1864, might be specifically performed, and that the defendants might be ordered to assign the land to the plaintiff free from the claim of Money. Cotton did not resist specific performance, and the Master of the Rolls made a decree against him accordingly, but dismissed the bill against the other defendants. His Honour appears to have considered the letter of March, 1862, as altogether voluntary, and to have thought that, in equity, the statute of Elizabeth did not enable a purchaser to do anything which the vendor could not have done. That opinion of his Honour certainly appears inconsistent with the observations of Lord Justice Turner which we have just quoted. On appeal the Master of the Rolls' decision was affirmed; but not a word is said in the judgment of Lord Justice Turner in reference to the letter of March, 1862, being a voluntary assignment. His Lordship thought the suit open to the objection of something nearly akin to champerty or maintenance, and considered that on that ground alone the bill was proper to be dismissed. But he also said—"Assuming the agreement to be free from the objection to which I have referred, there is still this difficulty in the case: the defendants against whom this bill has been dismissed, and against whom this appeal insists that it ought not to have been dismissed, were not parties to the agreement. They were entire strangers to it, claiming under an adverse title; and I take it to be well settled, both upon principle and authority, that a mere stranger, claiming under an adverse title, cannot be made a party to a suit for specific performance. There is no equity against him independently of the agreement, and the agreement to which he was not a party cannot create such an equity. *Tasker v. Small* seems to me to be decisive upon this point."

Though the judgment in this case does not seem to us altogether satisfactory, inasmuch as there appears to have been a very fair case for argument as to whether the letter of March, 1862, was or was not voluntary; and, if so a sufficient reason, according to what was said by his Lordship in *Townend v. Tucker*, for making the persons claiming under that letter parties to the suit; yet, as the judgment of the Court in no way touches this question, we cite the case simply for the purpose of showing that the exception to the ordinary rule as to parties, which has been admitted when the purchaser wishes to try the question whether a prior dealing with the property in question, which he alleges to have been voluntary, is or is not void as against him, will not be extended to cases which do not fall strictly within the reason of the exception.

CONDITIONS OF SALE.

Duddell v. Simpson, L. J., 15 W. R. 115.

Political economists press upon us the importance of facilitating the ready transfer of land from one hand to another. And all lawyers will at all events agree that questions relating to the sale of land possess an especial

interest for them: and that the construction and operation of the ordinary conditions of sale are of the greatest practical importance to both branches of the profession. The courts have lately had before them several very important cases of this nature. To two of these, *Dimmock v. Hallett*, 15 W. R. 93, and *Bos v. Helsham*, 15 W. R. 289, before the Court of Exchequer, we have already drawn attention. We now propose to make some further remarks suggested by the case named at the head of this paper.

It will be recollected that in *Bos v. Helsham* the property in question had been described in the particulars of sale as let at £30 per annum. There was the usual condition that "if any mistake or error be made in the description of any of the properties, such mistake or error shall not annul the sale of the lot to which such mistake or error may relate: but in such case a reasonable compensation or equivalent shall be given or taken as the case may require, either way" to be ascertained by arbitration. The plaintiffs became the purchasers, the title was accepted, and the conveyance executed, subsequently the plaintiffs discovered that, apparently by mistake, the amount of the rental had been overstated, and applied for compensation under the above condition. The defendants do not appear to have denied that the misdescription, if discovered at an earlier period, would have constituted a ground for compensation, but they contended that after the whole transaction had been closed, and the conveyance executed, the condition no longer applied. Thereupon the plaintiffs brought an action for the compensation, which had in the meantime been ascertained by an arbitrator. At the hearing there were two questions argued—one, whether the plaintiffs were justified, by the conditions of sale and by the Common Law Procedure Act, in certain steps which they had taken in the course of the arbitration—and the other, whether the condition could be brought into operation after a conveyance had been executed. The latter question is the only one with which we are concerned. And upon this point the Court unanimously held the claim was a good one. They were of opinion that the condition was meant to be applicable within any reasonable time after the execution of the conveyance. Assenting to the doctrine laid down in general terms in the works of Lord St Leonards and Mr. Dart on vendors and purchasers, that a wide distinction exists between objections taken before and after conveyance, they held that here the parties had by express contract taken the case out of the scope of that distinction, and that so far the plaintiff was entitled to recover.

The effect of this case is very important. The condition in question is used at almost every sale by auction, but little or nothing is to be found in the text books hinting at such a result as has now been decided by the Court of Exchequer to follow from its use. Hitherto, it is imagined, a vendor has always supposed that when the conveyance has been executed his troubles are over, and the whole transaction finished. Henceforward he will be exposed, during an indefinite length of time, to the possibility of claims being made upon him by the purchaser for compensation on account of over-statement in the particulars. Against this danger it may be well to guard, by the introduction of a few words into the usual condition of sale, limiting its application to errors discovered before the completion of the purchase.

The only previous authority supporting this decision is *Cann v. Cann*, 3 Sim. 447, a case which seems hardly to have received due attention. There an estate was sold by the Court under certain conditions of sale, one of which was substantially the same with that in *Bos v. Helsham*. After conveyance it was discovered that by accident the rental had been overstated in the particulars of sale. The purchaser thereupon petitioned the Court, in the cause in which the estate had been sold, for compensation. The Vice-Chancellor of England held, that, inasmuch as the Court, to prevent

multiplication of suits, would not have permitted the purchaser to bring an action for damages on account of the misrepresentation, he was entitled, notwithstanding the execution of the conveyance, to be recouped out of money in court. This case was distinguished from *Bos v. Helsham* by the counsel for the defendant in the latter case, on the ground that the estate in *Cann v. Cann* was sold by order of the Court, but it is not easy to see why the same principle should not apply to cases of purely private contract. In that case the observations of the Vice-Chancellor certainly suggested a prospect of that success in an action at law which has been realised in the present case.

The principal case turned upon another of the usual conditions of sale, which was as follows:—"If the purchaser shall insist on any objection or requisition as to the title, &c., which the vendor shall be unable or unwilling to remove or comply with, the vendor may, by notice in writing to be given to the purchaser or his solicitor at any time, and notwithstanding any negotiation or litigation in respect of such objection or requisition, annul the sale, and shall thereupon return to the purchaser his deposit, &c." In this case the property which was put up for sale was described as held for a term of twenty-four years. The defendant became the purchaser, and, on investigating the title, he took an objection that the lease was only for twenty-four years wanting three days, and that the three days were outstanding in other parties. It appeared that these persons had been communicated with previously to the sale, and that the vendor had at that time good reason to believe that they would concur in the sale. Ultimately, however, they refused to do so. The purchaser filed a bill for specific performance, whereupon the vendor served him with a notice rescinding the contract. Thereupon, but not before, the purchaser offered to waive the objection and complete the purchase; but the vendor insisted on his notice as annulling the contract. On the hearing of the cause, Stuart, V.C., decreed specific performance with costs, upon which the defendant appealed to the Lords Justices.

Three points were argued before their lordships. It was contended in the first place that a vendor did not, by a condition of this nature, acquire an arbitrary power of rescinding the contract at his own mere will and pleasure, without reasonable cause. Upon this point *Turpin v. Chambers*, 9 W. R. 363, 29 Beav. 104, was referred to. There the purchaser, having made certain requisitions as to title, the vendor, without making any attempt to answer them, gave notice to rescind the contract under a similar condition of sale to that in the present case. Upon a bill filed for specific performance it was held that the vendor, notwithstanding his notice, must answer the requisitions. Upon his doing so the title was accepted, and a decree was made for specific performance with costs. In the present case the Lords Justices fully admitted the authority of *Turpin v. Chambers*, and expressly laid down that, "in a case where the vendor annuls the contract on the ground of unwillingness, he must show some reasonable ground for unwillingness," e.g., that compliance with the requisition will involve him in litigation or in serious expense. In the present case, however, it was clear that it was from inability, and not from unwillingness, that the plaintiff did not remove the objection, and that this doctrine had therefore no application. The purchaser next insisted upon his willingness, as now expressed, to waive the objection, and accept the title as it stood; and contended that the vendor ought, in his notice rescinding the contract, to have given him time to determine whether he would or would not insist on the objection; and that, as he had not done so, the notice was bad. In Dart's V. & P. 102 (ed. 3), it is said, "nor does the condition (such as in the present case) enable the vendor to refuse to show a title; or perhaps in any case to rescind the contract as against a purchaser who is willing to waive the objection or requisition, and take the property without compensation."

The Lords Justices admitted the proposition as thus laid down by Mr. Dart, but they denied that it was incumbent upon the vendor formally to give the purchaser a certain time within which to withdraw his objection to the title. It was sufficient that he should, as a matter of fact, be made aware that the objection could not be removed, and should still continue to insist upon it up to the time when the notice to rescind was given, which, in their lordships' opinion, he had done in the present case. Lord Justice Turner said:—"I quite agree with the argument that there is a great difference between taking an objection and insisting upon an objection, and that, in order to entitle the vendor to annul the contract, it is necessary for him to show that the purchaser insisted upon the objection." But, "to lay down a rule that the vendor must give notice before he determined the contract would be, in effect, to introduce into the condition a new term, that the vendor may annul the contract by a notice in writing, to be given to the purchaser, allowing so many days to the purchaser to determine whether he will waive the requisition," which the Court had no authority to do.

The third and last point raised on behalf of the purchaser was that the vendor, having deliberately misrepresented the nature of the interest which he had to sell, could not be permitted to avail himself of the condition empowering him to rescind the contract. For this purpose *Nelthorpe v. Holgate*, 1 Coll. 203, was relied upon. There a reversioner had contracted to sell the fee simple in possession, expecting that the tenant for life would concur, but without having entered into any agreement with her for that purpose. She refused to concur, whereupon the vendor endeavoured to fall back upon a condition for rescinding the contract if a good title could not be made. It was held, however, that inasmuch as he had knowingly entered into the contract with a defective title the purchaser was entitled to take the reversion with compensation. There was, however, this important distinction between *Nelthorpe v. Holgate* and the present case, that here the plaintiff had communicated with the owners of the reversion, and had good reason to expect that they would concur in the sale, which was not the case in *Nelthorpe v. Holgate*. And the Lords Justices therefore held that the vendor had not been guilty of any such misdescription as to disentitle him to rescind the contract. They decided therefore upon the whole case that the notice rescinding the contract was a good one, that the contract was thereby terminated, and that the plaintiff had no right to go on with the suit after the receipt of the notice. They therefore refused specific performance, and ordered the plaintiff to pay the costs incurred after that time.

With this decision may be compared the case of *Hoy v. Smythies*, 22 Beav. 510. There the eighth condition of sale was, "If any person insist on any objection or requisition as to the vendors' title . . . or otherwise, which the vendors shall be unable or unwilling to answer or comply with, the vendors may . . . annul the contract." The purchaser, after the time for taking objection to the abstract had expired, made a further requisition as to title, and filed a bill for specific performance, which, amongst other matters, took the same objection. Thereupon the vendor rescinded the contract under the above condition, and it was held that he was entitled to do so, and that the contract was thereby terminated; and the bill being persisted in was dismissed with costs.

It follows therefore: (1). That a vendor cannot, under this condition of sale, arbitrarily rescind the contract without some reasonable ground for so doing. (2). That if the purchaser waive the requisition the contract cannot be terminated, and that reasonable opportunity must be given to him for so doing, but that the vendor is not under any obligation to give him formal notice limiting a certain time within which to withdraw the requisition. (3). That the vendor cannot avail himself of this condition if he has been guilty of a deliberate misdescription

of the property to be sold, but that if he had at the time a well-grounded anticipation of being able to fulfil his representations, this will be sufficient.

COMMON LAW.

SYMBOLIC DELIVERY OF PERSONAL CHATTELS.

Meyerstein v. Barber, C. P., 15 W. R., 173.

It is self-evident that, according to the ordinary meaning of the word, the possession of a thing can only be acquired by its actual delivery. The thing to be delivered may, however, be in itself of such a nature, or the parties proposing to deal with it may occupy such a position, as to render it necessary that the actual delivery should have substituted for it some other means by which the possession of the property is to be passed.

If we go back to the Roman law, we shall find that it had its provisions for such cases. It recognised symbolic delivery under the title *Traditio legne manus*. Whenever any things were sold which, on account of their great size and weight, as columns or casks of wine, could not be removed, no actual delivery was necessary, the vendor being permitted to take possession "*oculis et effectu*" (Dig. lib. 16, tit. 2, art. 1, § 21). The delivery of the keys of a cellar of wine, or of a barn filled with grain, was held to be a sufficient delivery if made in sight of the cellar or barn; and if a creditor ordered a debtor to lay down on a table a sum of money which he owed, as soon as it was put down the possession and property was transferred (Dig. lib. 16, tit. 1, art. 9, § 5; art. 18, § 2; lib. 46, tit. 3, art. 79; lib. 18, tit. 1, art. 4; lib. 46, tit. 3, art. 79).

The French law follows the Roman to a very considerable degree; but it does not, like the latter, require that the delivery should be made in sight of the place where the thing to be delivered is stored (*Pothier Contrat de Vente*, § 315).

Our law with regard to symbolic delivery is by no means well defined. Story, relying for the most part, however, upon certain American authorities, states that, "where the goods are ponderous or bulky, or cannot conveniently be delivered manually, or when they are not in the personal custody of the vendor, the law does not require the actual delivery thereof, but only that they should be put under the absolute power of the vendee, or that his authority as owner should be formally acknowledged, or that some act should be done typical of a surrender of them on the one side, and an acceptance of them on the other. The transference of any article which is a symbol or evidence of ownership, or the assertion of complete authority on the part of the vendee by acts consistent only with ownership, and assented to by the vendor, constitutes a sufficient constructive delivery." *Story on Personal Property*, § 311. This is undoubtedly true as far as passing the property in chattels is concerned; but the authorities of our own courts tend to confer a much more limited efficacy upon delivery by means of a symbol. And if we refer even to many of the authorities quoted by Story, we shall find that symbolic delivery is admitted as a substitute for actual delivery only when the circumstances of the case are such that the actual delivery would be, if not impossible, exceedingly inconvenient.

It has been laid down that the delivery of the key of a warehouse containing goods sold will be a sufficient symbolic delivery to pass them (*Chaplin v. Rogers*, 1 East, 192). A verbal order by the vendor to a bailee, in presence of the vendee, to hold the goods to the sole use of the vendee, has also been held a constructive delivery. The cutting of the spiles of wine casks (*Anderson v. Scott*, 1 Campb. 235 n.), or the affixing particular marks to goods sold, were sufficient to vest the property in the vendee (*Stafford v. Scott*, 14 East, 308). On the same principle, where goods are stored and inaccessible to the parties, a constructive delivery was sufficient when it was such as to be consistent with the nature and situation of the thing sold. Thus, when the vendor, on the sale of certain

lots lying within a boom, took the vendee in sight of them and showed them to him, it was held to be a sufficient delivery on the ground that no other delivery was practicable under the circumstances (*Jerrett v. Warren*, 12 Mass. 300). In the same way, an act intended as a delivery has been held sufficient, although the property was not touched. Thus, when the subject of sale was ninety-five tons of iron lying by itself, and the parties met at the place where the iron was, and agreed upon the price and the mode of payment, and they then stepped up to the iron, and the vendor said to the vendee, "I deliver you this iron at that price;" after which, before the iron was moved, it was claimed and taken away by a third person, it was held that there was an actual delivery by the vendor and a receiving by the vendee (*Calkins v. Lockwood*, 17 Conn. 154). In some instances the law, for the purpose of favouring commerce, has permitted a symbolical for an actual delivery, as in case of bills of lading, dock warrants, and Liverpool delivery orders. It will be found, however, that this substitution has not extended beyond those cases in which actual delivery would be so inconvenient as seriously to retard commercial transactions. The custom of Liverpool, by which the delivery of goods in another person's warehouse is effected by merely handing over a delivery order, is a purely local one, and only affects goods in Liverpool (*Dixon v. Yates*, 5 B. & A. 313). The efficacy of a dock warrant is a very slight extension of the principle which permitted the handing over the key of a warehouse to pass its contents, for one as much as the other operates as a complete transfer of the vendor's dominion over the goods. A bill of lading has, in addition, this peculiarity, that if the goods to which it relates are to be disposable at all, it is only by this means. They are at sea, beyond the control of the vendor, and absolutely incapable of any other than a symbolic delivery. The law, therefore, permits their possession to be transferred by the only means possible to the parties—the bill of lading. The nature of the latter form of instrument received a great deal of attention lately in the principal case, in which the Court of Common Pleas made a decision considerably extending the operation which bills of lading were previously considered to possess. The facts in the case were shortly as follows:—In the year 1865 a quantity of cotton was consigned from India to a merchant in London, named Abraham, and three bills of lading, which had been signed by the captain of the vessel bringing the cotton, were, in the ordinary course of business at Madras, hypothecated with the Chartered Bank of India as security for certain bills of exchange drawn by the importer of the cotton upon the consignee in England. After the cotton had arrived in London, and had been warehoused in the docks, Abraham induced the Chartered Bank to let him have the three bills of lading in exchange for his cheque, and, having obtained them, he, on the 4th of March, proceeded to a Mr. Meyerstein, seeking to obtain a loan of £2,500 upon these securities. This sum Mr. Meyerstein advanced, receiving as exchange two of the bills of lading, and the bank was paid their £2,500. At this time the freight had not been paid, and the cotton lay at the wharf subject to a stop thereon for the freight. Abraham, on the 6th of March, applied, to Messrs. Barber, Nephew, & Brothers, the brokers into whose hands he had put the cotton for sale, for an advance upon the third bill of lading which he had retained, and got from those gentlemen, first an advance of £1,500, and, on the 7th of March, after the stop for freight had been removed, a further sum of £500. Having thus "arranged" these and other people out of their money, Abraham fled the country.

On the 11th of March the plaintiff, for the first time, learnt that the cotton had arrived, and having learnt that the defendants were employed to offer it for sale, he went to them, informed them of his advance, and produced the two bills of lading. On the same day, and after that interview, but pursuant to prior instructions,

a clerk of the defendants took the third copy of the bill of lading to the wharf, and procured the cotton to be transferred to their names, and, on the 13th, obtained a dock warrant for it. The defendants, having this warrant, sold the cotton, and paid themselves the advances which they had made. The plaintiff thereupon brought his action, claiming the proceeds of the sale as money received to his use, and alleging that the transfer of the bill of lading vested the possession of the property in him, notwithstanding that the voyage had been completed and the goods landed. The Court held that the plaintiff was entitled to recover, and that the bill of lading continued to represent the goods even after they were landed, upon the ground that complete delivery, under the bill of lading, had never been made to any one, and that, therefore, it was still an operative instrument.

There was a reference made in the course of the arguments to the Suffernance Wharf Act, which, it was contended, operated to distinguish the case from previous decisions on bills of lading. The Act provides that "goods, when landed at certain docks, shall continue and be subject to the same lien or claim for freight in favour of the master and owner of the ship from or out of which such goods shall be so landed, or of any other person interested in the freight of the same goods, as such goods were subject to whilst the same were on board such ship, and before the landing thereof" (11 & 12 Vict. c. xviii.).

This Act may, however, we submit, be left out of consideration as having little or no bearing on the case. Its object and its effect was not to extend the negotiability of bills of lading, but to give shipowners a charge upon goods warehoused for freight, in substitution for the lien which became extinguished as soon as their possession was parted with.

The few authorities which were quoted on the part of the plaintiff, so far from supporting the judgment, show that the present case is the first occasion on which bills of lading have been held to operate upon goods not afloat. The judgment is, therefore, to be considered less in its relation to reported cases or statutory enactments than to ascertained legal principle, and the tendency, whether injurious or beneficial, which it is likely to have upon commercial transactions.

To appreciate the importance of the decision, it is necessary to look at the actual position of the parties. Neither of them claimed to be either owner or mortgagee of the goods. Had the case been one simply of sale or mortgage, no difficulty would probably have arisen, as Abraham's dealing with the plaintiff, in either a sale or mortgage, might have been held sufficient to pass the property in the goods although it did not affect their possession. The most for which each contended was, that he had advanced money upon the goods, and that he was entitled to a lien upon them until the advance was repaid. It is clear that the rights of a mere pledgee are not to the property in the goods, but to their possession; and that, if he parts with that possession, he loses his lien. The only real question in the case, therefore, was, Did the transfer of the bill of lading, after the goods had been landed and warehoused, pass their possession? If the transaction had taken place whilst the goods were at sea, there would have been no question, for, as we before pointed out, the bill of lading is the means, and the only means, by which the right to demand possession of goods at sea can be transferred. It has hitherto been supposed however, that the moment the cargo is landed, the circumstances of the parties become entirely changed. If the owner desires to part with the possession of the goods, he can do so by the ordinary machinery which relates to chattels. He may make actual delivery of them to the person to whom he wishes to pledge them, or he may place them in a warehouse and hand over the dock warrant, which is admitted to be their representative. As soon as the goods arrive, the bill of lading for all purposes ceases to represent them; it did so whilst they were at sea, but now the goods are present to answer for themselves. To hold that the operation of a bill of lading is

to extend beyond goods afloat, appears to be not only unnecessary, but to lead to this confusion. If it does not cease when goods are landed, when is it to cease? It cannot be supposed that all goods that have ever been on board ship are to remain, as long as they continue in existence, the property, not of the person in whose possession they may be, but of the holder of a piece of paper which, at some time or other, was a bill of lading! The Court of Common Pleas seem to assert that the efficacy of the bill of lading is not exhausted till the master has performed his contract by handing over the goods to some duly authorised holder thereof, which might, and in practice often does, never occur.

An adherence to the previous decisions, which went no further than allowing bills of lading to transfer goods whilst afloat, having dock warrants as their *indicia* when once warehoused, was attended with no inconvenience. The bill of lading had served its purpose, and had been replaced by a document far better suited to the altered position of the goods. If, however, the late decision is, for the future, to be regarded as the law of the country, it is difficult to realise the vast machinery for cheating which it places at the disposal of dishonest persons of the Abraham stamp. Let a rogue possess himself of three bills of lading as Abraham did. He gets an advance from A. upon one bill. The other he carries to the dock and gets converted into a dock warrant, and, with that dock warrant, he raises money from B. The bill of lading which A. has represents the goods, and gives him their possession. The warrant which B. has equally represents the goods, and gives him their possession. In fact, there are two documents, each upon its face valid, and each a negotiable instrument, but both representing the same identical thing.

COURTS.

COURT OF CHANCERY.

April 16.—*Business of the Court.*—Lord Justice Turner said that it might be convenient to the bar to know that the Court would not in future go on with the paper of appeal motions from day to day. Appeal motions would only be taken on the days fixed for them, except in the case of any which might happen to be part heard, the hearing of which would be continued.

COURT OF QUEEN'S BENCH.

April 15.—*In re an Attorney.*—Mr. McIntyre said that in this case, in which a rule had been made absolute for an attachment, the attorney had been taken by the sheriff, and had been lodged in Whitecross-street Prison. The attorney was then in court under a *habeas corpus* and the learned counsel moved that he should be charged with the attachment, and sent back to prison. That was the course pursued when the old Queen's Bench Prison was in existence.

Rule granted.

COURT OF EXCHEQUER.

April 15.—This being the first day of Easter Term, the Court did not sit until near two o'clock. The Judges were the Lord Chief Baron, and Barons Martin, Bramwell, and Pigott.

In the matter of an Attorney.—A rule had been granted for an attachment against Richard Jones, an attorney of the court, for not having obeyed an order directing him to deliver his bill of costs in the matter of a certain estate in which George Thorne was interested.

Master Walton, on the motion of Mr. Dowdeswell, Q.C., who appeared for Thorne, read his report upon the case, in which, after stating the facts, he recommended that the rule should be made absolute.

Mr. Jones, who appeared in person, said the delay in delivering the bill of costs had arisen from the loss of his clerk, and differences in the family interested in the estate, one portion of whom he represented. A settlement had, however, now been come to, and he was prepared to comply with the order of the Court. The bill of costs would be or had been delivered that day, and the money which stood in his name in the bank (over £2,000), had never been dealt with, and would be divided among the parties.

Mr. Dowdeswell was informed that the bill of costs had not been delivered, and desired that the attachment should issue against Mr. Jones for his contumacious conduct.

The LORD CHIEF BARON said it was impossible for the Court to adopt any other course than direct the attachment to issue. It would, however, be open to Mr. Dowdeswell to suspend the execution of it, if Mr. Jones acted as was desired.

Mr. Dowdeswell said that if Mr. Jones did what he ought to do there would be no imprisonment.

Mr. BARON BRAMWELL observed that the conduct of Mr. Jones had been most contumacious.

Rule absolute for an attachment with costs.

April 17.—*Gould v. Hollings*.—This was an action brought by the plaintiff, a solicitor of forty years' standing, carrying on business at Honiton, against the defendant, a member of the bar, to recover the sum of 150 guineas, the amount he alleged to be due to him for his service in the capacity of electioneering agent in the interest of the defendant during the candidature of that gentleman for the borough of Honiton. There was a further claim of £6 odd for expenses out of pocket. The defendant pleaded "Never indebted."

Mr. Digby Seymour and Mr. Crompton appeared for the plaintiff, and Mr. Huddleston and Mr. Gough for the defendant.

On behalf of the plaintiff, a Mr. McCraw was called, who stated that he was connected with an insurance company.

Mr. Thomas Hatfield Turner described himself as an inspector of agencies for an insurance office. In March last year the defendant employed Mr. McCraw to secure his election for Honiton. Some days before the election witness and McCraw went to Honiton and retained Mr. Gould's services. He was not well, and could not recollect what had occurred; he could not recollect anything; he really could not, upon his honour. He had not had his dinner; perhaps, if he had, he should have been able to recollect better. Perhaps his memory would be better if he had a little lunch. McCraw told the defendant in witness's presence that he had retained the plaintiff, and stated the terms. The defendant said, "All right; I leave it entirely in your hands. Do the best you can."

In his cross-examination he said he knew of an office called the Grosvenor Estate-office, Park-side, Hyde-park-corner. The responsible member of the firm was Captain Robert Cox. Witness had nothing to do with it. He was clerk to Cox. There were no "surroundings" of an office when he first went there—no books, nor anything of that sort. He formed the books and kept them. He did not know that he had any interest in the office except as a salaried clerk.

His LORDSHIP.—You must recollect that this gentleman has not had his dinner.

Mr. Huddleston.—He has not had his desert, at all events, my Lord.

Witness.—Perhaps I shall have both by-and-by.

McCraw was then called, and proved that he had been retained by McCraw, on behalf of the defendant, to conduct the election for Honiton on his behalf. He was to receive 150 guineas and his expenses out of pocket. He had told McCraw that the defendant would have no chance of success.

On behalf of the defendant, the transaction, as far as McCraw and Turner were concerned, was characterised as a gross, wicked, and scandalous fraud, of which both the plaintiff and the defendant had been almost equally victims.

Mr. George Hollings said that he was a member of the Middle Temple. Hearing of the vacancy in the representation of Honiton, he had asked McCraw to go down and see if there was any candidate in the field; but he gave him no instructions to take steps to secure his return, or to engage an agent. He had never seen the addresses, neither had he heard that the plaintiff had been retained on his behalf.

After some consultation it was agreed that a verdict should be taken for the defendant on the understanding that the question should be left to his Lordship to decide what should be done between the parties as a matter of fairness and not of law.

The decision of his Lordship did not transpire.

EXCHEQUER CHAMBER.

April 16.—The LORD CHIEF JUSTICE of the Court of Common Pleas came into court this morning and announced that this Court would take errors from the Court of Queen's Bench on Tuesday the 14th, and Wednesday the 15th of May; from Common Pleas on Thursday the 16th, and Friday the 17th of May, and from the Exchequer on Saturday the 18th, and Monday the 20th of May.

SPRING ASSIZES.

LIVERPOOL.

April 11.—*Weatherhead v. Waterhouse*.—Mr. Shaw was for the plaintiff. The defendant conducted his own case.

This was an action by an attorney of Keighley to recover the amount of his bill from the defendant, a farmer, at Shipley, for work done for a body of persons who styled themselves the Farmers' Defence Club, in resisting the payment of certain rates made by the local board under the Local Government Act, for the township of Windhill, in the parish of Keighley. The defendant was the secretary of the club, and contended that he had not employed the plaintiff; but his Lordship held that all the members were liable, and that the defendant must recover their proportion from his co-members.

The plaintiff thereupon had a verdict for the amount claimed.

MIDLAND CIRCUIT.

LEEDS.

April 12.—*Daves v. Robinson*.—Mr. Overend, Q.C., and Mr. Kew were for the plaintiff, and Mr. Digby Seymour, Q.C., and Mr. Shaw for the defendant.

This was an action by a cattle dealer against an attorney at Skipton for having professed to have authority to settle an action in which he appeared for the defendant. It was admitted that the defendant had agreed to settle the action in question, and that his client had afterwards repudiated the settlement. The question was whether the retainer of the defendant to conduct the action authorised him to settle it without more. There were also questions as to the amount of the damage sustained.

The plaintiff had a verdict of £25, with leave reserved to the defendant to move to set it aside or to reduce the damages, the plaintiff in such case to have leave to move to increase them.

COURT OF COMMON PLEAS.

April 15.—*Mogal v. The Great Western Railway Company*.—In this case Mr. Henry James, on the part of the defendants, moved for a new trial, on the ground that the verdict was against the evidence, and for misdirection in Mr. Justice Keating, who tried the cause, holding that there was no evidence to go to the jury, who found a verdict for the plaintiff for £20.

The CHIEF JUSTICE said he could not hear the motion as he was a shareholder.

Mr. Justice BYLES said he was the same.

Mr. Justice SMITH said he was also.

Mr. Justice BYLES then abruptly left the Court, followed by the other two learned judges, Mr. Justice Keating remaining, amid considerable amusement, and stating that he had not that excuse.

Mr. Henry James did not know whether he ought to congratulate his Lordship on that, but there was a difficulty in the case—it was an appeal to his Lordship from his Lordship's direction at the trial. He would, however, state the facts. The plaintiff was having a thoroughbred mare carried by the defendant's railway from Aylesbury to High Wycombe, and the mare was seen into one of the defendant's vans by the plaintiff's man, and the porter who put her into the van and tied her was told by the plaintiff's man she could not be tied better. She was, however, so tied that she was able to get her fore feet into the manger, and her hind feet slipping forwards, she fell and was suspended by the rope and was strangled before the van left the station or was moved. The plaintiff's case was that she was improperly tied. The defendant's was that the mare was vicious and had reared in the van without any cause. His Lordship at the trial thought there was some evidence to go to the jury that the mare had been improperly tied. To learned counsel contended that she was, in fact, tied under the directions of the plaintiff's man.

HIS LORDSHIP said the learned counsel might take a rule nisi, and had better take it on both grounds. It was arranged that it should be taken when Mr. Justice Willes is sitting in the full court.

In the course of the day Mr. Justice WILLES observed that this court is the very worst court in this or in any known kingdom in the world which he (the learned judge) had ever seen. To this we may add that what we may call the customary athletic struggles for places in the passages to the witness-box, the jury-box, and the front seats, have been renewed in all their pristine intensity. After a notice of this nature a policeman is laid on. The ushers loudly remonstrate "Do keep them passages clear, or we shall be blowed up again in *The Times*," and for a day or two all goes on comparatively smoothly, but the impression soon wears off, the policeman is withdrawn, and the court resumes its normal indecorous state.

GENERAL CORRESPONDENCE.

THE REFORM BILL.

Sir,—In section 5, division 5, of the Reform Bill, an attorney must be "certificated" to be entitled to vote; but in division 4, a barrister need not be in practice to do so; is not that an anomaly? So, in division 2, an ordained "priest or deacon" can vote; he may be a coal merchant or anything else now. I submit all admitted attorneys should vote, whether certificated or not.

A RETIRED SOLICITOR.

THE PROPOSED JUDICIAL INCREASE AT COMMON LAW.

Sir,—In p. 197 (Dec. 29th), you inserted a letter from me on this subject, which has been noticed by letters on the same side by "A Managing Clerk," in pp. 309, 429, and 504. His last letter (March 30th) is in reply to the latter (in p. 459), of two from "Lex" on the other side, and I do not wonder he declines to say more to so intemperate an opponent. In my letter I submitted, first, that the chancery judges individually undertake the work of four common law judges; and, secondly, that the Masters might do the chamber work of the latter, and it is now proposed that they should. "Lex's" long letters do not seem to touch either point satisfactorily. He says, as I understand him, that the court of primary jurisdiction should "be such as to inspire the utmost confidence;" has he none, then, in one equity judge? It seems idle to say (if I may so put it without offending "Lex") that four judges are better than one; of course they are; but the complaint is, that you cannot get even that one; and what is the use of hankering after four? "Lex" (as I understand) chooses to say that one common law judge at *nisi prius* is unsatisfactory, but is perfectly horrified at being told that, if so, he ought to argue that one chancery judge is equally unsatisfactory. I see the *Law Times* has over and over again settled the matter by saying there must be more common law judges; but "Lex" is the solitary supporter of that in your pages.

P. B. D.

Sir,—Will any of your readers kindly throw any light on the following case:—A., who was married before 1834, enters into a contract with B., who was also married before 1834, for the sale of a freehold estate. In the conveyance to A. are inserted uses to bar dower in the ordinary form. Is there any (and, if so, what) mode of taking the conveyance to B. which would bar the dower of A.'s wife? It is assumed that the ordinary uses to bar dower will be of no effect, as the use will be executed by the exercise of A.'s power of appointment, and consequently the following uses will be simply trusts.

X. Y. Z.

ATTORNEYS' CERTIFICATE DUTY.

Sir,—At the present juncture allow me to revive a suggestion made by me in your columns on a previous occasion (vol. vii., p. 455), and urge the extreme importance of united action in petitioning the Legislature.

I have observed that the large towns have already taken the initiative, but the smaller localities are inactive. The interval between the time present and the date fixed for the adjourned debate (28th May), might be turned to profitable account by a well-organized effort on the part of the profession.

Petitions from each district will probably carry more weight than a monster petition signed by the profession at large. Upon this principle I would urge my brother practitioners in all parts of the country to bestir themselves—draw up and sign a simple petition, and place it, without delay, in the hands of the local member, at the same time respectfully soliciting his support to the measure.

Mr. Denman's persevering and disinterested efforts should evoke wide-spread support, and I do not think we can more effectually strengthen his hands than by adopting the course which I have suggested.

I would also suggest, in furtherance of the movement, that the Secretary of the Law Society be requested to communicate by circular with the members of the profession in every town throughout Great Britain, inclosing a draft petition and urging strenuous effort and prompt action.

Let us emulate the gas companies in the unanimity with which we petition Parliament.

J. W. T.

Sir,—It is well known that in the Court of Exchequer the convenience or comfort of attorneys is to some extent consulted. In that court suitable tables are placed in front of the seats occupied by the Queen's counsel for the use of attorneys having business there; but I observed, on Tuesday last, that these tables were appropriated almost entirely by the shorthand writers; consequently I was compelled to stand on the floor of the court and use the crown of my hat for a desk, being, of course, subject to the ebb and flow of the human current, which is inseparable from a court of justice.

It occurred to me that, as accommodation is provided in the Court of Exchequer for attorneys, the officers of the court might take care that they should have the benefit of it.

AN ATTORNEY.

APPOINTMENT.

THOMAS WILLIAM HENSLEY, of Nantwich, in the county of Chester, Gent., to be a commissioner to administer oaths in Chancery.

PARLIAMENT AND LEGISLATION.

Pending Measures of Legislation.

A BILL TO CONSOLIDATE AND AMEND THE ACTS RELATING TO BANKRUPTCY IN ENGLAND.

Continued from page 554.

317. On any such application the Court may proceed as in bankruptcy.

318. Except where the deed expressly provides otherwise, the Court shall determine all questions arising under the deed according to the law of bankruptcy.

319. If a declaration of complete execution is not made within four months after the filing of the deed, the execution of the deed by the debtor shall be deemed an act of bankruptcy, in case a petition for adjudication is presented within two months after the four months.

320. If at any time before a declaration of complete execution, a petition, &c., for adjudication of bankruptcy against the arranging debtor is pending, the Court shall deal with the petition, &c., and on a declaration of complete execution the Court shall dismiss or absolutely stay such petition, &c.

321. If before a declaration of complete execution it is shown to the Court that the deed has been filed by the debtor vexatiously, and not *bona fide* with a view to an arrangement beneficial to his creditors, or that the debtor has been guilty of fraud, or has refused obedience to any summons or order of the Court, the Court may declare the execution of the deed by the debtor to be an act of bankruptcy.

322. If at any time within twelve months after a declaration of complete execution it is shown to the Court that the debtor has been guilty of fraud, or has refused obedience to any summons or order of the Court, the Court may declare that the deed, as far as regards any release to the debtor therein contained or provided for, shall be void.

323. If at the time when an application is made for an order declaring any release to be void, an action at law is pending in which the debtor has pleaded the release as a defence, the Court or a judge may, on the application of the plaintiff, stay the proceedings in the action until the first-mentioned application is disposed of; and, if on such application the release is declared void, may make an order for striking out the plea or otherwise.

324. At any time the creditors may, by the votes of a majority, resolve that the deed shall be transferred from the court to some other court, and the Court shall make order accordingly.

325. At any time the Court may transfer the deed to that other court.

326. On a deed being transferred to any Court, that Court shall have jurisdiction and shall not have power to transfer the deed to any other court; and an appeal shall not lie against an order for transfer.

327. The date of the execution of a deed by the arranging debtor shall be taken as corresponding with the date of an adjudication of bankruptcy.

328. This part of this act shall apply to any case in which members of a partnership make an arrangement with their creditors; and any such arrangement may be made with the joint creditors without any of the separate creditors being parties to or included in the arrangement.

329. If, where an arrangement is made by members of a partnership, the separate creditors are included in the arrangement, the deed shall be deemed completely executed when it is executed or assented to in writing by a majority of the separate creditors of each of the partners reckoned as a distinct class, and not otherwise.

330. Where a debtor makes an arrangement but by reason of his being unable to ascertain the holders of bills of exchange or other negotiable instruments, or by reason of the absence of any of his creditors in a foreign country, the deed is not executed or assented to in writing by a majority, the deed shall, notwithstanding anything in this part of this Act, be deemed completely executed when it is executed by a majority other than such holders or absent creditors, provided that the following conditions are complied with:

- (1) That the deed conveys and assigns all the estate and effects of the debtor to the trustees, absolutely, or provides for the distribution of all the estate and effects of the debtor among all his creditors; but so that the exception of wearing apparel shall not prevent the deed from being deemed to comprise all the estate and effects of the debtor;

- (2) That before the filing of the deed, an advertisement has been published requiring his creditors to signify their assent to or dissent from the deed, by notice in writing addressed to the trustees within fourteen days from the date of its insertion.

331. All orders or decisions of the Court under this part of this Act shall be subject to appeal as in bankruptcy.

332. A creditor executing the deed shall not be prejudicially affected with respect to any right or remedy against any person other than the arranging debtor.

A creditor not executing the deed, shall not be prejudicially affected by the deed with respect to any right or remedy against any person other than the arranging debtor.

PART XIX.—AFTER-ACQUIRED PROPERTY IN BANKRUPTCY AND ARRANGEMENT.

333. Notwithstanding in the case of bankruptcy the order of discharge, and in the case of arrangement under part 15 the filing of the resolution, and in the case of an arrangement under part 17 or under part 18 the declaration of complete execution of the deed, after-acquired property of the bankrupt shall remain liable in respect of debts proveable under the bankruptcy.

334. In case of bankruptcy if, after the order of discharge, it appears that there is good cause to believe that, after a reasonable allowance for the maintenance of the debtor and his family, and the payment of debts, claims, and demands not proveable under the bankruptcy, the debtor is able to pay any sum towards the discharge of debts proveable under the bankruptcy and not fully paid, the Court may issue a summons requiring him to appear and be examined respecting his ability to make such payment.

335. In case of arrangement, after the filing of the resolution or the declaration of complete execution, it appears that there is good cause to believe that after a reasonable allowance for the maintenance of the arranging debtor and his family, and the payment of debts not payable under the arrangement, the debtor is able to pay any sum towards the discharge of debts payable under the arrangement, and not fully paid, the Court may issue a summons requiring him to appear and be examined respecting his ability to make such payment.

336. Where the debtor is in England the summons shall be served personally, unless the Court otherwise direct.

337. Where the debtor is not in England the Court may order service to be made by such means and in such manner as it thinks fit.

338. If service of the summons is not effected, and the Court is satisfied that the debtor is keeping out of the way, it may order that notice be inserted in the *Gazette* and in a newspaper, requiring him to appear on a day thereby appointed, being not less than fourteen days after publication of the first of such *Gazette* notices.

339. On the appearance of the debtor he may be examined on oath respecting his ability to make such payment and for the discovery of property applicable, and shall produce on oath books and documents, and shall sign his examination.

340. The Court may adjourn the hearing of the summons from time to time, and require from the debtor security for his appearance.

341. If the debtor does not on his examination make a full discovery, or does not produce all documents, he shall be deemed guilty of a misdemeanour, and shall be liable to be punished by a fine not exceeding £50, or by imprisonment for any term not exceeding one year, with or without hard labour, and shall be liable on summary conviction to a penalty not exceeding £20, or to imprisonment for any term not exceeding six months, with or without hard labour.

On every prosecution for such a misdemeanour a certificate of the Court certifying the proceedings, and to the effect that the debtor has not made such discovery or production, shall be evidence of everything therein stated, and proof of the contrary shall lie on the accused.

342. If on the hearing of the summons the Court is satisfied that the debtor is able to make such payment, the Court may order the debtor to pay into court sufficient to produce a dividend of not more than ten shillings in the pound.

343. The Court may appoint the provisional trustee receiver of the debtor's property, and may order that no process against the debtor's property in respect of any debt, and no process against his person in respect of any debt shall be available without leave of the Court, and may restrain any action against the debtor.

344. If the debtor pays into Court the sum specified, the Court shall discharge the former orders as far as the circumstances require.

345. If the debtor does not pay, then from and immediately after that day the debtor's estate shall vest in the provisional trustee, and the Court may, order the same to be sold for the benefit of the creditors.

346. Money paid into Court and proceeds of sale, shall be applied towards the payment rateably of debts, subject to a reasonable allowance for the maintenance of the debtor.

347. The Court may order costs.

348. Where the bankrupt has before adjudication taken the benefit of the Insolvent Debtor's Act this Act shall not interfere with the operation of the Act of which he so took the benefit, in respect of the liability of property acquired after his discharge.

PART XX.—MISDEMEANOURS IN BANKRUPTCY AND ARRANGEMENT.

349. Any person adjudged bankrupt shall be deemed guilty of a misdemeanour, and on conviction shall be liable, to be imprisoned for any time not exceeding three years, with or without hard labour.

- (1) If he does not, before three of the clock on the day limited for his surrender, or on the day and at the hour allowed him for finishing his examination, after notice, surrender himself to the Court, and sign the surrender, and submit to be examined.

- (2) If he does not on examination fully and truly discover all his property, and deliver up all such part thereof as is in his possession, except necessary wearing apparel and deliver up all books:

- (3) If after adjudication, or within two months next before adjudication, with intent to defraud, he removes or conceals property to the value of ten pounds or upwards, or conceals any debt due to or from him:

4. If, with intent to defraud, he omits any property or credit from his statement of affairs:

5. If, in case of any person having proved a false debt, he fails to disclose the same within one month after coming to the knowledge or belief thereof:

6. If he prevents or withholds the production of any book or document :
 7. If after adjudication, or within three months next before adjudication, he parts with, conceals, destroys, alters, mutilates, or falsifies, any book or document :
 8. If, being a trader, after adjudication, or at any meeting of his creditors three months next before adjudication, he attempts to account for any part of his property by fictitious losses or expenses :
 9. If, being a trader, within three months next before adjudication, under the false pretence of dealing in the ordinary course of trade, he obtains any property on credit :
 10. If, being a trader, he, within three months next before the filing of the petition for adjudication, pawns, pledges, or disposes of otherwise than in the ordinary way of his trade, any property which he has obtained on credit, and has not paid for.
350. Any person who makes an arrangement under part 18 shall be deemed guilty of a misdemeanour, and on conviction shall be liable to be imprisoned for any time not exceeding three years, with or without hard labour,—
1. If after the filing of the deed, or within two months next before the filing thereof, with intent to defraud, he removes or conceals any part of his property to the value of £10 or upwards :
 2. If, in case of any person having executed the deed in respect of a debt wholly or partly false, he fails to disclose the same within one month after coming to the knowledge or belief thereof :
 3. If, in case of any person having procured himself to be admitted as a creditor under the deed in respect of a debt wholly or partly false, he fails to disclose the same within one month after coming to the knowledge or belief thereof :
 4. If, being a trader, within three months next before the filing of the deed, under the false pretence of carrying on business and dealing in the ordinary course of trade, he, with intent to defraud, obtains any property on credit :
 5. If, being a trader, he, within three months next before the filing of the deed, pawns, pledges, or disposes of, otherwise than in the ordinary way of his trade, any property which he has obtained on credit and has not paid for.
351. Nothing in this part of this Act shall make any person liable in respect of any act before the commencement of this Act.
352. If at any time it appears to the Court that any person has committed a misdemeanour under this part of this Act, the Court shall have the same powers as are exercisable by justices of the peace in respect of persons charged before them with indictable misdemeanours ; and for the purposes of this section the Act of the 11 & 12 Vict. (c. 42) shall (with such variations as the nature of the case requires) apply to the judges and commissioners acting under this Act.
353. The Court may direct a person to act as prosecutor.
354. On the application of the trustee or an inspector, or of any creditor who has proved, the Court may give a certificate—
1. That the bankrupt did not surrender and submit to be examined ; or,
 2. That the bankrupt did not on his examination fully and truly discover all his property ; or,
 3. That a person having proved a false debt, he fails to disclose the same ; or,
 4. That after the filing of the petition the bankrupt had prevented or withheld the production of a book or document ;
- and on any trial of the bankrupt for any such thing, the certificate shall be sufficient evidence of the matters therein certified.
355. The Court may, on application, give a certificate that it approves of the prosecution, and on the production of such certificate the costs of the prosecution shall be allowed by the Court, and shall be paid and borne as expenses of prosecutions for felony are paid and borne ; and where the Court gives such a certificate, expenses not paid and borne as aforesaid shall, when taxed, be paid, under an order of the Lord Chancellor, out of money standing to the Chief Registrar's account.
356. Where it appears that there are grounds for the institution of a prosecution, the Court may order that the

trustee do lay the papers before her Majesty's Attorney-General (or her Majesty's Solicitor-General during a vacancy in the office of Attorney-General) for his direction thereon.

357. In any indictment or information for any misdemeanour under this Act it shall be sufficient to set forth the substance of the offence charged, without alleging or setting forth any debt, act of bankruptcy, &c.

358. So much of the Act of 5 & 6 Vict. c. 38, as excludes from the jurisdiction of justices and recorders at sessions of the peace, or adjournments thereof, the trial of persons for offences against any provisions of the laws relating to bankrupts is hereby repealed.

PART XXI. — MISCELLANEOUS PROVISIONS RESPECTING BANKRUPTCY AND ARRANGEMENT.

359. This Act shall extend to aliens and denizens.

360. A trader having privilege of Parliament may be dealt with under this Act, but he shall not be liable to be arrested or imprisoned during the time of such privilege, except in case of a misdemeanour.

361. If any person adjudged bankrupt by any British Court out of England has not obtained his discharge, and is seized of any real property in England, the assignee or trustee may apply for and, on proof of such bankruptcy, and of the absence of the discharge, and without further evidence, obtain adjudication against him in London, and such adjudication shall have the like effect and consequences as if he had been originally adjudged bankrupt by that Court.

362. Nothing in this Act shall affect the provisions of the Act of 11 & 12 Vict. c. 21.

363. An agent of a company having notice of an act of bankruptcy, the company shall be deemed to have such notice.

364. Documents not directed to be served personally may be sent by post.

365. General orders respecting the form and contents of notices in the *Gazette* may provide for notices concerning more matters than one being comprised in one advertisement, and may fix the price for advertisements in the *Gazette*.

366. If any person inserts in the *Gazette* or in any newspaper any advertisement under this Act without authority, or knowing the same to be false, he shall be guilty of an offence against this Act, and shall be liable on summary conviction to a penalty not exceeding £20, or to imprisonment for any term not exceeding three months with or without hard labour.

367. The bankrupt (if not in prison or in custody) shall, after surrender, attend the trustee on every reasonable notice, and shall assist him in making out the accounts.

368. The bankrupt, after surrender, at all reasonable times, may inspect his books in the presence of the trustee, and bring with him two persons to assist him.

369. The bankrupt, after discharge, shall, on demand in writing, attend the trustee to settle any accounts, or attend any Court to give evidence, or do any act necessary for getting in or protecting his estate, for which attendance he shall be entitled to be paid five shillings per day by the trustee out of his estate.

370. The proper officer of the Court or the trustee, on the reasonable application of the bankrupt, or of any creditor who has proved, shall produce all petitions, orders, proceedings, books, and documents relating to the bankruptcy or arrangement, and the applicant may have copies or extracts thereof or therefrom, as general orders direct.

371. If any gaoler to whose custody any bankrupt is committed refuses to receive him, or suffers him to escape, he shall be liable to forfeit a sum not exceeding five hundred pounds.

Evidence.

372. The Court may summon before it and examine the bankrupt's wife, or any person, and may require the production of documents ; and if the person summoned does not obey the summons, the Court may issue a warrant.

373. If the Court is satisfied that any person is keeping out of the way, the Court may order service to be effected in such manner as the Court thinks shall be equivalent to personal service.

374. Every witness attending may have expenses allowed him ; and a person summoned shall not be liable to any penalty for failing to obey, unless reasonable expenses have

been first paid or tendered to him.

375. If the Court is satisfied that the bankrupt is keeping out of the way, or that there is reasonable cause for believing that he is about to quit England, or to remove or conceal any of his property, unless he is forthwith apprehended, the Court may by warrant authorise any person to apprehend him.

376. If the bankrupt or his wife or any other person refuses to be sworn, or refuses to answer, or does not fully answer, or refuses to sign his or her examination, or does not produce all books, the Court may by warrant commit him or her to prison until he or she submits to the Court.

377. Any such warrant of commitment need not set forth the examination, but shall refer to it as remaining on the file.

378. Where any person is committed for refusing to answer or not fully answering a question on examination, that question shall be specified in the examination.

379. A copy of the examination of the person so committed shall be delivered personally to him or her within forty-eight hours from his actual lodgment in prison, and in default he shall be discharged from custody.

380. On habeas corpus sued out by the person committed for discharge such person shall not be discharged by reason only of any informality, but the Court on consideration of the whole examination may order the discharge of the person committed.

381. The Court may summon and examine any person, orally (to be taken down by a shorthand writer or otherwise), or by written interrogatories or on affidavit, or by commission abroad.

382. The Act of the 17 & 18 Vict. c. 34, shall extend to, and the powers thereof shall be exercised by the Court of Bankruptcy, and a county court for the purposes of this Act.

383. The Court may order that a person in Scotland or in Ireland shall be examined there.

384. An affidavit may be sworn in any place in the British dominions before a Court or judge, or before a person authorised to administer oaths there; or out of the British dominions before a British minister, consul, or vice-consul.

385. If any person wilfully and corruptly swears falsely in any affidavit taken out of England he shall be deemed guilty of perjury, and may be dealt with, indicted, tried, and, if convicted, sentenced, and his offence may be charged to have been committed in any county or place in England, in which he is in custody, as if the offence had been actually there committed.

386. In case of the death of a witness whose evidence has been received by any Court in any proceeding under this Act, his deposition shall be admitted as evidence.

387. The *Gazette* or a newspaper containing an advertisement shall be admitted as evidence of any matter therein contained.

388. Any petition or proceeding under this Act purporting to be sealed with the seal of the Court, or any writing purporting to be a copy thereof and to be sealed, shall be admitted as evidence of the document which it purports to be, or whereof it purports to be a copy, and of the making of the orders and taking of the proceedings therein stated or referred to, and shall be a record of the Court under the seal whereof it purports to be, without further proof.

389. Judicial and official notice shall be taken of the seal of the Court, and of the signature of any judge, commissioner, or registrar, attached or subscribed to any judicial or official proceeding, or document purporting to be made or signed in a matter in bankruptcy.

390. If any person wilfully disobeys any rule or order of the Court of Bankruptcy the Court may commit him to prison without bail.

391. Orders of any Court in England under this Act shall be enforced in Scotland and Ireland by the Courts there having jurisdiction in bankruptcy or for the relief of insolvent debtors.

Deliverances, interlocutors, and decrees of any Court in Scotland for or in the course of any bankruptcy or insolvency shall be enforced by any Court acting under this Act.

Orders of any Court in Ireland having jurisdiction in bankruptcy or for relief of insolvent debtors shall be enforced by any Court acting under this Act.

In every such case the order, deliverance, interlocutor, or decree shall be enforced in like manner as nearly as may be as if an order, decision, or decree to the like effect had been

made or given by the Court required by this section to enforce the same in a matter within its own jurisdiction.

392. No action or proceedings shall lie against any person acting under the authority of this Act unless notice in writing (specifying the cause of the action or proceeding, and the name and residence of the intending plaintiff or prosecutor, and of his attorney or agent in the matter) is given to the intended defendant one month at least before the commencement of the action or proceeding, nor unless the action or proceeding is commenced within three months next after the act or thing complained of is done or omitted, or in case of a continuation of damage within three months next after the doing of such damage has ceased, and any such action shall be laid and tried in the county or place where the cause of action arose, and not elsewhere.

393. In any such action the defendant may plead generally that he was acting under the authority of this Act, and may give all special matter in evidence.

394. On the trial of any such action the plaintiff shall not be permitted to go into evidence of any cause of action not stated in his notice.

395. The plaintiff in any such action shall not succeed if tender of sufficient amends is made before the commencement of the action; and in case no tender has been made the defendant may at any time pay into court such money as he thinks fit.

396. If in any such action the plaintiff does not succeed in obtaining judgment the defendant shall receive full costs, and though a verdict is given for the plaintiff, he shall not have costs unless the judge certifies his approval of the action and verdict.

397. No action shall be brought against any messenger for anything done in obedience to any warrant, unless a demand for a perusal of such warrant, and for a copy thereof, has been left at the usual place of abode of such messenger, nor unless compliance has been refused for six days.

398. If after such demand, and compliance therewith, any person brings an action against such messenger without making the petitioning creditor a defendant, the jury, on production and proof of the warrant, shall give their verdict for the defendant.

399. If such action is brought against the petitioning creditor and such messenger, the jury shall, on proof of the warrant, give the verdict for such messenger.

400. If the verdict is given against the petitioning creditor, the plaintiff shall recover costs, to include such costs as he is liable to pay to such messenger.

401. In any action brought against the petitioning creditor, either alone, or jointly with such messenger, proof by the plaintiff that a defendant is petitioning creditor shall be sufficient for the purpose of making him liable.

402. Sections 114 to 117 (both inclusive) of the Act 9 & 10 Vict. c. 95, shall extend and apply to warrants under this Act, and to officers acting in execution of such warrants.

403. The judges and commissioners of the Court of Bankruptcy, county court judges, registrars, accountant, and taxing-master shall be incapable of being elected to or sitting in Parliament, and they and the clerks and ushers shall not be liable to serve any parochial or corporate office, and shall be exempt from serving on any jury.

404. The building in Basinghall-street, and the building in Portugal-street, vested in the Commissioners of Works, to be used as the Lord Chancellor directs; and the buildings provided for the Court of Bankruptcy in the country districts vested in the last-mentioned commissioners.

405. The registrars and other officers shall make to the chief registrar annual or other returns, and the chief registrar shall frame a general report to the Lord Chancellor.

PART XXII.—FUNDS OF COURT OF BANKRUPTCY; SALARIES; ANNUITIES; FEES; STAMPS.

406. All money for the time being in the Bank of England on account of the estates of bankrupts, or in matters of bankruptcy, shall be deemed one common and general cash.

407. There shall be continued at the Bank of England, in the name of the Accountant in Bankruptcy, the three following accounts:—

The Bankruptcy Fund Account;

The Unclaimed Dividend Account;

The Chief Registrar's Account.

408. Securities on three accounts to remain.

409. Money remaining uninvested shall be from time to

time invested in government or parliamentary securities, which shall be placed to the Bankruptcy Fund Account.

410. Dividends unclaimed shall be carried to the Unclaimed Dividend Account.

411. Money standing to the Unclaimed Dividend Account shall be subject to the order of the Court of Bankruptcy in London for the payment thereof of any dividend in the matter to which any part thereof originally belonged.

412. Out of the money on the Unclaimed Dividend Account money shall be from time to time invested in government or parliamentary securities, which shall be carried to the same account.

413. Out of money on the Chief Registrar's Account money shall be from time to time invested in government or parliamentary securities, which shall be placed to the same account.

414. If money invested is wanted to answer any demand, a sufficient part of the securities to be sold and the money paid into the Bank, in order that the demands may at all times be paid out of the common and general cash.

415. If at any time the money and securities to the Bankruptcy Fund Account and the Unclaimed Dividend Account, are not sufficient, the sums taken for purposes of this act shall be considered a debt due from the public, and shall be made good by Parliament accordingly.

416. The Lord Chancellor may direct any securities standing to the Chief Registrar's Account to be sold.

417. The income arising from securities standing to the Bankruptcy Fund Account, Unclaimed Dividend Account, and Chief Registrar's Account, shall be carried to the Chief Registrar's Account.

418. The amount of the compensations payable to the patentee of bankrupts, former commissioners of bankrupts, clerk of the hanaper, and other officers of the Lord Chancellor and Court of Chancery, and retiring annuities at the commencement of this Act, payable out of money standing to the Chief Registrar's Account, shall be, from time to time, paid into the Bank of England, to that account, by the commissioners of Her Majesty's treasury, out of money provided by Parliament.

419. Money standing to the Chief Registrar's Account shall be applied to payment of salaries, superannuation allowances, and retiring and compensation annuities, and of salaries of clerks, ushers, and others employed in the Court of Bankruptcy, and the offices thereof, and to payment of expenses for that Court, and of maintenance, insurance, rent and repairs, &c., the account being first audited and allowed by a judge or commissioner of the Court.

420. The salaries of the judges and officers of the Court of Bankruptcy in London shall be—of the judges, £2000 a-year each; of the chief registrar, £1,400 a-year; of the other registrars, £1,200 a-year each; of the taxing-master, £1,400 a-year.

421. The salaries of the commissioners of the country district Courts, and of all officers whose offices are abolished, shall continue as long as they remain in office.

422. The subordinate officers shall continue entitled to receive the same salaries as at the commencement of this Act.

423. Salaries shall be paid (less income tax), on the 11th day of January, April, July and October, with a proportionate part for any broken quarter.

424. The Lord Chancellor may, on the petition of any judge, commissioner, or registrar, or of the accountant in bankruptcy, or of the taxing-master, or other officer of the Court, appointed before the passing of the Superannuation Act, 1866, order that there be paid to the petitioner, a retiring annuity not exceeding two-thirds of his salary, out of the money standing to the Chief Registrar's Account, provided—

- (1.) That the petitioner has served in his office for not less than 20 years, and is not less than 65 years of age, or was appointed to his office in or before the year 1832, and is desirous of retiring; or
2. That the petitioner is afflicted with a permanent infirmity disabling him from the due execution of his office.

425. The commissioners of her Majesty's treasury may, on the petition of the holder of any office abolished by this Act, accompanied by a certificate of the Lord Chancellor, award to be paid to that person an annuity.

426. The commissioners of her Majesty's treasury may, on the petition of any clerk whose office is abolished by this Act, inquire whether compensation ought to be made

to the petitioner, and if they think that his claim to compensation is established, may award him compensation, by annuity or otherwise.

427. If any person to whom a compensation annuity is granted accepts any public employment he shall receive only so much of his compensation annuity as, with the salary of that employment, will equal such compensation annuity.

428. Where a registrar attends at any place for the purpose of acting under this Act, his travelling and incidental expenses, and those of any clerk or officer attending him, shall, after being settled by the Court, be paid out of the bankrupt's property, or if the same is insufficient, then out of money standing to the Chief Registrar's Account.

429. Such fees shall be paid in bankruptcy and in other matters under this Act as general orders from time to time direct.

430. Fees shall be collected by stamps.

431. Any document shall not be valid unless properly stamped.

432. The Commissioners of Inland Revenue shall keep a separate account of money received in respect of stamps, and, subject to deduction of expenses, the money shall be carried to the Chief Registrar's Account.

433. General orders shall make provision for regulating the use of stamps and for insuring the cancellation of adhesive stamps, and for keeping accounts of stamps.

434. Every deed or other assurance relating solely to freehold, leasehold, copyhold, or customary property, or to any mortgage on any real or personal property, part of the estate of any bankrupt, and every power of attorney or other instrument or writing relating solely to the estate of any bankrupt or to any proceeding under any bankruptcy shall be exempt from stamp duty (except in respect of fees under this Act) and from every other duty.

PART XXIII.—GENERAL ORDERS.

435. General orders shall be made from time to time under this Act.

436. General orders shall be made by the Lord Chancellor with the advice and assistance of the judges of the Court of Bankruptcy in London, or any two of them.

437. General orders for the county courts shall be made by the authority empowered to make general orders under the County Courts Acts.

438. General orders respecting appeals shall be made by the Lord Chancellor, with the advice and assistance of the Lords Justices of the Court of Appeal in Bankruptcy, or one of them.

439. General orders may alter any provision of this Act respecting practice or procedure, and may vary provisions of this Act regulating proceedings in bankruptcy and other matters under this Act, in order to adapt them to the constitution and circumstances of county courts; but in any such case the orders shall not take effect until the expiration of one month after they have been laid before both Houses of Parliament.

440. General orders relating to fees or to stamps, or to receipt and expenditure of and accounting for money, shall be made with the approval of the Commissioners of her Majesty's Treasury.

PART XXIV.—TEMPORARY PROVISIONS RESPECTING LATE INSOLVENT DEBTORS COURT.

441. The Court of Bankruptcy in London shall have the jurisdiction possessed at the commencement of the Bankruptcy Act, 1861, by the late Insolvent Debtors' Court in relation to all matters then pending in that Court and not completed at the commencement of this Act.

442. All matters pending in the county courts under the Insolvent Debtors Act shall be continued and completed therein.

443. The provisional and official assignee of the estates and effects of insolvent debtors shall continue to perform the duties imposed on him by the Bankruptcy Act, 1861. If a vacancy occurs in that office the Lord Chancellor may appoint a fit person to perform the remaining duties thereof.

444. The clerks at the commencement of this Act discharging duties connected with the late Insolvent Debtors' Court shall continue to discharge the same duties as at the commencement of this Act. If a vacancy happens, the Lord Chancellor may employ a fit person to discharge the duties; and in the event of the duties of any such clerk ceasing, he shall, if the Lord Chancellor thinks fit, be appointed to

discharge similar duties in the Court of Bankruptcy in London.

445. The provisional and official assignee shall as long as he remains in office receive the same salary.

446. The clerks who under this Act discharge duties connected with the late Insolvent Debtors' Court shall as long as they discharge such duties continue to receive the same salaries.

447. Such fees shall be payable in respect of proceedings which originated in the late Insolvent Debtors' Court, and are carried on in the Court of Bankruptcy in London, as general orders from time to time direct.

448. All money and securities standing to the account, intitled "The Purposes of the 26th section of the Bankruptcy Act, 1861, Account," shall be carried to an account to be intitled The Account of the late Insolvent Debtors Court.

449. The money and securities standing to the Account of the late Insolvent Debtors' Court shall be subject to the orders of the Court of Bankruptcy in London for the payment of any dividend, and, subject thereto, shall be applicable in such manner as the Lord Chancellor from time to time directs.

450. Nothing in this Act shall deprive any person holding any office in the late Insolvent Debtors' Court of any superannuation allowances; and service in the Court of Bankruptcy in London shall be equivalent to service in the late Insolvent Debtors' Court.

451. All money since the commencement of the Bankruptcy Act, 1861, received on account of the estates of insolvent debtors, and paid to the general account of bankrupt estates, shall be transferred to the Account of the late Insolvent Debtors' Court.

452. All dividends unclaimed shall, after the expiration of twelve months from the declaration of the dividend, or from the time at which the unclaimed money came into the hands of the provisional and official assignee, be paid into the Bank to the account of the late Insolvent Debtors' Court.

IRELAND.

ROLLS COURT.

April 15.—*The case of the Queen's University.*—The Master of the Rolls gave judgment in this case. The petitioners were three graduates of the University, who contended that the Supplemental Charter of last year was null and void because it was inconsistent with the previous charters, and that the Senate had no right to act upon it. In doing so they would arrogate to themselves the exercise of the Queen's prerogative just as any other unauthorised body of persons would do if they took upon themselves to confer academic degrees and honours. If, on the contrary, the petitioners were wrong in their view, then they were seeking to interrupt the due exercise of the Queen's prerogative by those to whom she had delegated it, and to deprive all the Queen's subjects who might claim degrees under the powers conferred by this Supplemental Charter of the advantages to which they were entitled. The rights involved on both sides were those of the Queen and the public. The petition was therefore unsustainable because the Attorney-General was not a party to it. If that were the only defect in the suit it might be remedied by bringing the Attorney-General as a defendant, but he had come to the conclusion that the suit could not be maintained at all by the present petitioners, even if the Attorney-General were a defendant. In order to maintain a suit as a plaintiff a litigant must show some injury to himself as an individual to be redressed or prevented. If no private right of his, such as the law recognizes, is violated, and no loss has been, or is about to be, suffered by him as an individual, he cannot become plaintiff in a suit merely because others do not perform their duty to the public. It appeared to him that the petitioners were not injured otherwise than as part of the public. There had been no grievance to them as individuals, and they had no *locus standi* in the Court. His impression was that the charter of 1864 did not vest the power of accepting the Supplemental Charter in the Senate exclusively. But that impression was insufficient to excuse the petitioners from paying the costs of the defendants, who had successfully resisted the suit. His Honour, therefore, dis-

missed the petition with costs—one set of costs, "without prejudice to an information."

THE READERSHIP AT THE ROLLS.

John Francis Waller, Esq., LL.D., barrister, but better known as "Jonathan Freke Slingsby," has been appointed by the Master of the Rolls to the office of Reader and Clerk of the Rolls Court. The announcement of Dr. Waller's appointment has been received with general approval. No one is better qualified to fill the office, and none better entitled to obtain it, from his high literary attainments and his personal character.

COURT OF CRIMINAL APPEAL.

April 17, 18.—*The Queen v. Meany.*—The case of Stephen J. Meany, who was convicted of treason-felony in February last, came before this Court on a point reserved by the learned judges before whom he was tried. The objection to the conviction is, that the Court had no jurisdiction to try the accused, inasmuch as he had not committed any overt act of treason in Ireland. He was arrested in London shortly after returning from America, where he first became connected with the Fenian movement; was transferred from thence to Dublin, and remained in custody until the time of his trial.

Judgment is deferred till the 29th.

A meeting of the Bar was held on Wednesday, in the library of the Four Courts, for the purpose of initiating measures for the preparation and presentation of an address to the Right Hon. Francis Blackburne, late Lord Chancellor, on the occasion of his retirement from the Bench. Resolutions for the carrying out of this object were adopted, and a committee was appointed to prepare an address.

SOCIETIES AND INSTITUTIONS.

PROPOSED SOCIETY OF LAW CLERKS IN BIRMINGHAM.

The adjourned meeting of the Birmingham Law Clerks was held last Monday evening at 98, Bull-street. Mr. F. H. Fisher presided, and there was a good attendance of clerks.

The CHAIRMAN, in opening the meeting, stated that the committee appointed at the last meeting had, after considerable trouble, framed a set of rules which, it was to be hoped, would meet the views of those who wished to join the proposed friendly benefit society, and those present would have the opportunity of expressing their opinion upon them. He then called upon Mr. Overton, who, on behalf of the committee, read over and explained the rules *seriatim*.

After a short discussion the rules were unanimously adopted, subject to the amendment of four rules, which were to be corrected by the committee.

The CHAIRMAN then stated that it was important that intending members should send in their names to him at 98, Bull-street, as speedily as possible, in order that the rules might be enrolled and the society launched.

After this business had been disposed of, the chairman called upon Mr. Foster to explain the rules as to the management of the Mental Improvement Society, and that gentleman, in reply, read over the rules of the proposed society, and there being difference of opinion as to the principle on which it should be founded, it was resolved to appoint a special committee for the purpose of arranging the business, and to draw up a report for the adjourned meeting. The meeting then selected Messrs. Robinson, McKay, Robnett, Clements, Bailey, Hodges, Foster, Ward, and F. H. Fisher, to act on the committee. The adjourned meeting will be held on Tuesday, April 23.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Easter Term, 1867.

The clerks' names appear in small capitals, and the attorneys to whom articulated or assigned follow in ordinary type.)

CLULOW, JOHN WALTER.—William Shakespeare, West Bromwich, and Oldbury.

COLYER, FRANCIS JAMES.—George Daniel Warner, To bridge.

GEORGE, OLIVER.—Charles Walter Wyatt, St. Asaph.
HALL, JOHN CRESSY.—Thomas Cave Hall, Deal; 1, Staple-
inn; 13, Mornington-crescent, Regent's-park.
SULLIVAN, HENRY EDEN.—J. B. Walford, Abergavenny;
W. H. Reece, 87, Lincoln's-inn-chambers.

Last day of Easter Term, 1867.

BACHE, WILLIAM.—John Bullen Shepherd, Stourbridge.
BOWER, VERNON.—Edward Bower, Birmingham; Mark
Whyley, Birmingham; Frederick Price, Birmingham.
COOPER, WILLIAM.—Thomas Cooper, Congleton.
DUNN, ALFRED STANCOMB.—William Giles, Taunton;
Thomas Meyler, Taunton; Thomas Plews, 14, Old Jewry-
chambers.

HARGREAVES, JAMES.—Benjamin Terry, Bradford.

HART, JAMES.—Robert Hart, 25, Chancery-lane.

HOLMES, CLARENCE.—Henry Jeffreys Farrar, Cranbrook,
Kent.

ILES, ALEXANDER HITCHMAN.—Richard Helps, Gloucester.
JAMES, JOHN CALVERT.—Thomas Fowle, Northallerton,
York.

JONES, EDWARD THOMAS.—Charles George Henry St.
Patrick, Bristol; Charles Meredith, Lincoln's-inn.

LEADER, WILLIAM.—Thomas Part, Wigan.

LEWIS, ARTHUR PERCY.—Charles Lewis, 1, Albany-court-
yard, Piccadilly; Edward Tyrrell Lewis, 1, Albany-court-
yard, Piccadilly; B. Smith, 6, Southampton-street,
Strand.

LOWNDES, THOMAS.—William Latham, Sandbach; John
Latham, Sandbach.

MILNE, FRANK.—Edward C. Milne, Manchester; Edwin C.
Hopps, Manchester; Augustus P. Earle, Manchester.

NORBURY, JOHN FREDERICK.—William Steward Foster,
28, Lincoln's-inn-fields.

OSLER, WILLIAM CHANNING.—Thomas Martineau, Bir-
mingham.

PARK, GODFREY WM. WOOD.—Godfrey R. Park, Hedon.

PRESTON, CHARLES FRANCIS.—Francis Wheatley Preston,
Tenbury.

SWEETING, EDWARD.—Henry Davis Poole, 9, Lincoln's-
inn-fields.

THOROWGOOD, THEODORE.—Edward G. Craig, Braintree,
Essex.

VAUDREY, THOMAS WILLIAM.—John Wilson, Congleton.

WAGSTAFFE, JOHN FRANCIS.—William G. Wagstaffe,
Grantham.

WALLACE, ROBERT.—Joseph Watson, Newcastle-upon-Tyne.

WARD, JAMES LIVESSEY.—John Egerton Ward, Congleton.

WORTHINGTON, CHRISTOPHER.—John Egerton Ward, Con-
gleton.

THEVENEN, SYDNEY WILLIAM.—Edmund Carlyon, St.
Anstell, Cornwall.

(For previous names see ante p. 296.)

NOTICE OF APPLICATION TO BE RE-ADMITTED.

Last day of Easter Term, 1867.

Fitch, William Charles, 3, Victoria-terrace, Rochester-
square, Middlesex; and Southampton.

APPLICATIONS TO TAKE OUT OR RENEW AT- TORNEY'S CERTIFICATES.

14th May, 1867.

Bell, Charles, Springfield-hill-villa, near Chelmsford, Essex.

Bromley, James Emmott, Lincoln.

Cousin, George, Bradford, York.

Dignam, Silvester, Calcutta.

Greatbach, Frederick Daniel, 1, Claremont-terrace, Heath-
street, Hampstead.

Hooper, William Henry, 17, Malvern-terrace, Kilburn, Mid-
dlesex.

Lace, William Henry, Liverpool.

Lander, John Gilbert, 7, Priory-road, Kilburn, Middlesex.

Leigh, Alfred, Sale Moor, near Manchester.

Marshall, Henry, Leeds, York; and Boston, Lincoln.

Martyn, Anthony, Bradninch, Devon.

Maule, Augustus Henry, Newnham, Gloucester.

Noble, Christopher James.—Varna-road, Freemantle, Mid-
dlesex.

Pemberton, William Augustus Sadler, 1, Pinner's-court,
Old Broad-street, City; and 1, Alma-square, St. John's-
wood, Middlesex.

Spencer, William, 13, Rue de Lille, Paris, France.

Whitelock, John William, Rogate, near Petersfield, Hants.

Woodhams, Daniel Thomas, 27, Spencer-road, Hornsey-
road, Middlesex.

COURT PAPERS.

CHANCERY CAUSE LIST.

Easter Term, 1867.

BEFORE THE LORD CHANCELLOR AND CORDS JUSTICES.

Appeals.

- | | |
|----------------------------------------------------------------------------------|-------------------------------------------------------------|
| Harries v Rees (S.—Jan. 18) | (L.C.) Turner v Burkinshaw (R.—Jan. 21) |
| Pearse v Dobinson (K.—Feb. 10) | (L.C.) Simons v Bagnall (R.—Jan. 22) |
| Morris v Llanely Ry. & Dock Co. (S.—Feb. 13) | King v Brown (S.—Jan. 23) |
| Kendall v Watson; Watson v Kendall (S.—April 19) | Price v Peppercorne (S.—Jan. 25) |
| Gordon v Gordon (S.—April 19) | Pietroni v Transatlantic Co. (W.—Jan. 25) |
| (S.O.) Johnstone v Hamilton (S.—May 2) | Colquhoun v Ouvry (W.—Jan. 28) |
| Forsbrook v Forsbrook (S.—May 8) | Slee v International Bank (W.—Jan. 28) |
| Cook v Glass (S.—May 9) | Almond v Surman (S.—Jan. 30) |
| Patch v Ward (S.—June 8) | Speight v Foster (M.—Feb. 1) |
| Martin v Headon (K.—June 9) | Phillips v Crouch (S.—Feb. 2) |
| Thorpe v Mattinson (S.—June 12) | (L.C. & L.J.) Platt v Walter; Walter v Platt (S.—Feb. 2) |
| Massey v Massey (W.—June 29) | Simonds v Bagnall (R.—Feb. 4) |
| Fielden, Bart., v Mayor, &c., Blackburn (W.—July 14) | Lee v Angas (S.—Feb. 4) |
| Tilley v Thomas (S.—July 24) | Hunt v Williams (S.—Feb. 7) |
| Att.-Gen. v Mid-Kent Rail. Co. (S.—July 25) | Loveridge v Bates (M.—Feb. 8) |
| Osborn v Duke of Marlboro' (S.—July 28) | Paine v Hutchinson (S.—Feb. 9) |
| Hynam v Dunn (W.—Aug. 4) | Webster, Bart., v Cook (R.—Feb. 9) |
| Snowball v Wrightson (W.—Oct. 5) | Robins v Edwards (R.—Feb. 9) |
| Cooper v Martin (S.—Oct. 30) | Turner v Turner (S.—Feb. 15) |
| Imperial Gas-Light & Coke Co. v W. London Junction Gas Co. (Limited) (S.—Nov. 5) | Howard v Earl of Shrewsbury (R.—Feb. 21) |
| N. Stafford Steel, Iron & Coal Co., Burslem (Limited) v Lord Camoys (K.—Nov. 5) | Sadler v Pope (S.—Feb. 22) |
| Steward v Jones (S.—Nov. 5) | Sadler v Pope (S.—Feb. 22) |
| Baxendale v McMurray pt hd (S.—Nov. 6) | Sadler v Pope (S.—Feb. 22) |
| Lord Carington v Wycombe Rail. Co. (S. Nov. 6) | McInroy v Hargrove app fr V.C. County Palatine of Lancaster |
| Crump v Moretonhampstead & South Devon Rail. Co. (S.—Nov. 12) | Fox v Dellestable (M.—Feb. 26) |
| (L.C.) Turner v Burkinshaw (R.—Nov. 27) | Crump v Lambert (R.—March 6) |
| Foster v Oxenham; Foster v Brown; Brown v Foster (S.—Nov. 29) | Humphreys v Humphreys (S.—March 8) |
| (L.C.) Strickland v Cholmeley (R.—Nov. 30) | Viscountess Gort v Clark (S.—March 9) |
| Ross v Estates Investment Co. (Limited) (W.—Dec. 7) | Colby v Gadsden (R.—March 11) |
| (L.C.) Troup v Ricardo (R.—Dec. 10) | Seagram v Knight (R.—March 11) |
| (L.C.) Crossley v Lightowler pt hd (W.—Dec. 21) | Harrison v Wardell; Wardell v Wardell (S.—March 12) |
| Ferrand v Townend (S.—Dec. 21) | Cheesman v Price; Price v Cheesman (R.—March 15) |
| (L.C.) Walshe v Dommett (R.—Jan. 9) | Bauman v James S.—March 16) |
| Hensman v Fryer (K.—Jan. 10) | Dell v Griffiths (R.—March 18) |
| (L.C.) Sullivan v Ward (K.—Jan. 10) | Baring v Harris (M.—March 19) |
| Hensman v Fryer (K.—Jan. 10) | Craven v Trail; Craven v Craven (S.—March 21) |
| Pietroni v Transatlantic Co. (W.—Jan. 16) | Ronayne v Ronayne (S.—March 26) |
| (L.C.) Walshe v Dommett (R.—Jan. 21) | Lanfranchi v Mackenzie (M.—March 26) |
| Atwood v Maude (S.—Jan. 21) | |

Causes.

- (L.C.) Baxendale v W. Mid-land Rail. Co. m d
(L.C.) Baxendale v Gt. Western Rail. Co. m d
(L.J.) Wood v Scoles fc

BEFORE THE MASTER OF THE ROLLS.

Causes, &c.
 In the matter of the Land Credit Co. of Ir. (Lim.) dr Plucknett v Pomfret m d & p
 Haines v Haines m d
 Edmonds v Millett f c pt hd
 Wareham v Nixon f c
 Izon v Wilson c wit (April 24)
 Hood v Ashwin m d
 Maughan v Blake m d
 Rooke v Tennant c wit (April 24)
 Pepper v National Meat Consumers Co. (Lim.) m d wit
 Forster v London Chat. & Dover Rail. Co. m d
 Duffield v Cross m d
 Morrish v Edwards c
 Duncan v Lakeman f c
 James v Gt. Estn. Rl. Co. m d
 Tower v Tower m d
 Hill v Merry s c
 Ling v Ward; Ling v Attor.-Gen. f c
 Thomson v Waterlow m d
 Henderson v Hudson m d
 Jones v Lambert f c
 Dodsworth v Lamplugh m d
 Earl of Suffolk & Berkshire v Cox m d
 Webster v Robinson m d
 Clarkson v Kearns f c & sum
 Gaylard v Low m d

Jones v Midl. Count. & South Wales Ry. Co. m d
 Scott v Amey m d
 Armstrong v George c
 Stannard v Pawley m d
 Mitchell v Murray c
 Murray v Mitchell c
 Hunter v Scholey m d
 Merriman v Goodman c
 Williams v Williams f c
 Roberts v Vaughan m d
 Shattock v Shattock f c
 Kennedy v Kennedy f c
 Baker v Thompson f c
 Higgins v Hugessen c
 De Crespigny v Kearns m d
 Jolliffe v Metrop. & St. John's Wood Ry. Co. m d
 Frampton v Chandler f c
 Gurnell v Upton m d
 Gurnell v Upton m d
 Loch v Bagley m d
 Raulot v Chambers s c
 Willett v Metrop. & St. John's Wood Ry. Co. m d
 Sheild v Taylor f c
 O'Toole v Browne c
 Atkinson v Mackreth m d
 Dalton v Kemp c
 Hawkins v Harris m d
 Walters v Woodbridge f c
 Proctor v Smith c
 Andrewes v Nelson c

BEFORE VICE-CHANCELLOR SIR JOHN STUART.

Causes, &c.
 Kelly v Hutton ex to ans
 Kelly v Hutton ex to ans
 Gedy v Symonds c wit
 Bromilow v Haddock m d
 Turner v Chick c
 Powell v Gt. East. Rl. Co. m d
 Stewart v Stewart m d
 Hill v Boyle c
 Walker v Walker c
 Bowser v Mc Adam m d
 Edmunds v Brougham c (evi in ch vid voce)
 In re Greenwood; Greenwood v Greenwood f c from ch
 Taylor v Winder m d
 Knowles v Cooper c
 Dickinson v Wennington f c
 Blake v Blake c
 Gardiner v Cachar Co. (Lim.) app fr Sheriff's ct
 Boutland v Gt. East. Rl. Co. m d
 Pedley v Dodds f c
 Conron v Richards m d
 White v White m d
 Sheppard v Turner m d
 Runder v Bennett m d pt hd
 Forbes v Preston f c set dn by def
 Brashier v Wyatt m d
 Gedy v Hemsworth c
 Munby v Davison f c
 Tagg v Prime f c
 Penfold v Reynell m d
 Wilton v Wilton f c
 Hill v Challinor f c

Barnard v Gt. East. Ry. Co. m d
 Banks v. Gt. East Ry. Co. m d
 Wilks v Wilks m d
 Catterson v Clark f c
 Austen v Gt. East. Rl. Co. m d
 Campbell v Freeth f c
 Nicholl v Winstone m d
 Bland v Daniell f c & sum
 Heywood v Sturt m d
 Garland v Garland f c
 Brown v Thompson; Brown v Dewick; Brown v Dewick f c
 Cordery v Peterson c wit
 Atkinson v Ethrington f c
 Williams v Rees f c
 Salmon v Rotherham m d
 Crook v Windus m d
 Grave v Grave f c
 Clark v Hoskins m d
 Devitt v Gt. East. Rl. Co. m d
 Morley v Stow m d
 Williams v Williams app fr County Court of Anglesey
 Edwards v Stephens f c
 Hope Wallace v Monck m d
 Hulke v Gascoigne; Hulke v Aveline m d
 Burgess v Swaby f c
 Tibbatts v Gt. East. Ry. Co. m d
 Williams v Conway m d
 Savage v Savage m d
 Williams v Carmarthen & Cardigan Ry. Co. m d
 Rackstraw v Rackstraw m d

BEFORE VICE-CHANCELLOR SIR WILLIAM PAGE WOOD.

Causes, &c.
 Phelps v Dyke s c
 Smith v Copp f c
 Ridgway v Ridgway m d
 Bank of Hindustan, China, & Japan (Lim.) v Smith m d
 Maynard v Kerrison, Bart. c
 Nevin v Drysdale f c

Taylor v Cox f c
 Lucas v Jones f c & sum
 Mathews v Mathews f c
 De la Peyrouse v Pelly extoan United States of America v Fergusson p
 United States of America v McRea p

Cooke v Cooke p
 Prioleau v United States of America ex to ans
 Elmslie v Boursier ex to ans
 Bovill v Crate m d (April 29)
 Atwool v Merryweather c wit
 De la Peyrouse v Pelly m d
 Wolverhampton & Staffordsh. Banking Co. v Hopkins m d
 Newall v Teleg. Construction & Maintenance Co. (Lim.) c wit
 Newall v Teleg. Construction & Maintenance Co. (Lim.) trial without a jury
 Cary v Knowles m d
 Macnee v Gorst m d
 Madox v Wyatt c wit
 Farina v Cathery c
 Swindell v Marquis of Sligo f c
 Day v Harris f c
 Dunning v Dunning f c
 Ferguson v O'Connor c wit
 Peninsular, West Indian & Southern Bank (Limited) v Darthey c
 Langhorne v Black f c
 Brickwell v Glenister f c
 London, Hamburg and Cont. Exchange Bank (Limited) v Spielman c wit
 Hale v Roberts s c
 Goldsmid v Lucas s c
 In re Mills' Estate; Ginn v Moss f c from ch
 De Gendre v Kent s c
 Pincock v Bailey f c
 Berndtson v Strang c
 Walker v Bealand c
 Dawson v Bernard f c, set down by def
 Williamson v Jefferys f c
 Pope v Gt. East. Ry. Co. f c
 Windham v Guibelei f c
 Bone v Batey m d
 Finch v Bishop c wit
 Finch v Davis c wit
 Shera v Tointon f c
 Vickers v Vickers c
 White v Hill s c
 Eaton v Kelly s c
 Slipper v Tottenham & Hampstead Junc. Ry. Co. c
 Eden v Thompson f c
 Jeffries v Agra & Masterman's Bank (Limited) f c
 Parfitt v Hember m d
 Woodward v Boulton f c
 Inman v Inman m d
 Hewetson v Harrison c
 Aitchison v Stevens m d
 Entwistle v Davis f c
 Boyd v Boyd f c
 Cartwright v Insole c
 Attorney-Gen. v Heath m d (April 24)
 Harding v Gt. East. Ry. Co. c
 Horden v Guard. of the Poor of Dudley Union m d

Fisk v Attorney-Gen. f c
 Deacon v Lee; In re Deacon f c & 3 sums to vary c
 St. David's Gold Mining Co. (Limited) v Wright c wit
 Reading v Ryland m d
 Jessel v Goold c
 Lawrence v Lawrence c wit
 Bovill v Odium c
 Bovill v Daw c
 Bovill v Smith c
 Dymes v The City Bank c
 General Steam Navigation Co. v Dale f c
 Ship v Crosskill c wit
 Napier v Waller m d
 Stanhope v Collingwood m d
 Craven v Brady m d
 Watts v Imperial Land & Investment Co. (Lmtd.) m d
 Hall v Holdsworth c
 Bealand v Walker m d
 Barber v Jenner f c
 Bass v Simpson f c
 Ellingthorp v Ellingthorp m d
 Betty v Lon. Chat. & Dover Rail Co. m d
 Sykes v Sykes c
 Tomlinson v Phipps m d
 Christmas v Chalcraft f c
 Wilson v Pattison f c
 Cobden v Maynard f c
 Willmott v Gt. Eastern Rail. Co. c
 Smith v Smith m d
 Trappes v Cobb c
 Smith v Winter m d
 Trust & Agency Co. of Australasia (Ltd.) v Kemp m d
 Buxton v Minto m d
 Coventry v Gladstone m d
 Ford v Tynte; Ford v Tynte; Ford v Adams; Adams v Tynte; Ford v Tynte f c
 Thornton v Hussey m d
 Ellingthorpe v Ellingthorpe m d
 Cater v Barker m d
 Smith v Fisher m d
 Hawkins v Maltby m d
 Maitland v Stirling m d
 Briggs v Wilson m d
 Holmes v Skinner m d
 Dawson v Dawson spc
 Hollamby v Oldrieve f c
 Pigott v Pigott; Pigott v Hodson; Pigott v Fox; Pigott v Pigott f c
 Halbergham v Ridehalgh m d
 Spring Rice v Wrightson s c
 Briant v Tebbutt c
 Jones v Blake m d
 Schefer v King c
 Yates v Ponsford m d
 Rishon v Grissell c
 Blount v Wheble m d
 Cooke v Forbes c

BEFORE VICE-CHANCELLOR SIR RICHARD MALINS.

Causes, &c.
 Seaton v Grant ex to ans
 Furness Rail. Co. v Clark dem
 Johnson v Hodgson c wit
 Dickson v Wason m d
 Curling v Walters m d
 International Bank (Limited) v Gladstone m d
 Pudsey Union Waterloo Mill Co. v Merritt m d
 Begbie v Fenwick c wit May 6

Attorney-General v Earl of Lonsdale c
 Countess of Harrington v Earl of Harrington c (May 1)
 Allhusen v Borries m d (April 24)
 Munro v Tendring Hundred Rail. Co. m d
 Gover v Seckham c
 Lillywhite v Trimmer c
 Fidley v Stanway c wit

St. Aubyn v Smart c wit
 Caldicott v Baker c
 Maleham v Chesters m d
 Underwood v Luck m d
 Moffatt v Curtis c
 Locke v Lamb m d
 Schofield v Hirst m d
 Knight v Cory c wit (April 16)
 Robinson v Neal m d
 Riddin v Jarman m d
 Layard v Maud m d
 Fereday v Tinsley m d
 Oakley v Wood m d
 Quaintrell v Gt. Eastern Rail.
 Co. m d
 Studly v City and County
 Assurance Co. (Limited)
 m d
 Pattison v Scrutton m d
 Avigdor v Goldsmid m d
 Avigdor v Goldsmid m d
 Western v Western; In re
 Western's Trusts m d & pet
 Pepper v Green m d
 Att.-Gen. v Harring m d
 Crowthor v Bower m d
 Earl of Harrington a Countess
 of Harrington c (May 1)
 Saunders v Smees m d
 Carew v Seymour m d
 Messer v Messer m d
 Baker v Farmer m d
 Pike v Heilbronn f c
 Peatfield v Barlow m d
 West v East & West Junction
 Rail. Co. m d
 Wakefield v Coventry c

Coventry v Morris m d
 Gannon v Gannon f c
 Nicholl v Brogden sp c
 Jones v Metrop. Rail. Co. m d
 Cooke v Selby m d
 Smith v Cherrill m d
 Isaac v Winston f c & s to v
 Wright v Salmon; Watts v
 Salmon f c
 Coward v English f c
 Mansel v Thomas m d
 Stockdale v Nicholson sp c
 Mackay v Padovani de Guise
 m d wit (April 16)
 Bruce v Brown m d
 Cntss. of Egremont v Thomp-
 son; Same v Same; Same
 v Same f c
 Plumb v Neild f c
 In re Southernden's Estate;
 Hanrott v Hillier f c fr ch
 Kent v Humphries m d
 Hewer v Keats f c
 Eaton v Hopwood m d
 Knott v Knott m d
 Moss v Gt. East. Ry. Co. f c
 Goddard v Shaw. m d
 Maxwell v Hyslop m d
 Fox v Charlton f c
 Wellesley v Mornington;
 Mornington v Wellesley;
 Fleischmann v Mornington
 f c
 Richardson v Rattelliff c
 Stacy v Southee f c & sum to v
 Walker v Gt. East. Ry. Co. f c
 Nunn v Hancock f c

EXCHEQUER CHAMBER.

SITTINGS IN ERROR.

The following days have been appointed for the argument
 of Errors and Appeals:—

QUEEN'S BENCH.

Tuesday ... May 14 | Wednesday ... May 15

COMMON PLEAS.

Thursday ... May 16 | Friday ... May 17

EXCHEQUER.

Saturday ... May 18 | Monday ... May 20

COURT OF BANKRUPTCY.

The following general order has just been issued:—

"THE BANKRUPTCY ACT, 1861, 24 and 25 Vic., c. 134.

"Monday, 15th of April, 1867.

"With respect to the costs of prosecutions under the 223d
 section of the Bankruptcy Act, 1861, it is ordered as follows,
 that is to say:—

"1st. From and after the publication of this order in the
London Gazette no order shall be made for the payment
 out of the account intitled 'The Chief Registrar's Account'
 of any expenses incurred by any person acting as the pro-
 secutor in respect of any offence under the Bankruptcy
 Act, 1861, until after the expiration of 14 days from the
 delivery to the Chief Registrar, or to a clerk at his office,
 of the bill of costs and expenses of and incident to such pro-
 secution, and until after the taxation of such bill of costs
 by the Queen's Coroner and Attorney, or by the Master of
 the Crown Office of the Court of Queen's Bench; and on
 the application for such order the *allocatur* shall be pro-
 duced.

"2d. In every such bill of costs credit shall be given for
 so much of the amount of costs of such prosecution as shall
 have been allowed by the Court before which the prosecution
 or trial took place.

"3d. Seven days' notice in writing of the time fixed for
 the taxation of such bill of costs shall be given to the Chief
 Registrar, or to a clerk at his office, by the attorney of the
 prosecutor, so that the Chief Registrar, if he think fit, may
 attend such taxation by himself or his attorney.

"CHELMSFORD, C.

"EDWARD HOLROYD.

"EDWARD GOULBURN.

"THOS. EWING WINSLOW."

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, April 17, 1867.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 90½
 Ditto for Account, May 9, 90½
 1 per Cent. Reduced, 89½
 New 3 per Cent., 89½
 Do. 3½ per Cent., Jan. '94
 Do. 2½ per Cent., Jan. '94
 Do. 5 per Cent., Jan. '73 —
 Annuities, Jan. '80 —

Annuities, April, '85
 Do. (Red Sea T., Aug. 1868) 19½
 Ex Bills, £1000, 3 per Ct. 18 pm
 Ditto, £500, Do 18 pm
 Ditto, £100 & £200, 18 pm
 Bank of England Stock, 6½ per
 Ct. (last half-year) 253 x d
 Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stock, 104 p Ct. Apr. '74 219
 Ditto for Account, —
 Ditto 5 per Cent., July, '80 110
 Ditto for Account, —
 Ditto 4 per Cent., Oct. '88
 Ditto, ditto, Certificates, —
 Ditto Enforced Ppr., 4 per Cent. 84½

Ind. Inf. Pr., 5 p Ct. Jan. '73 103½
 Ditto, 5½ per Cent., May, '79 —
 Ditto Debentures, per Cent.,
 April, '64 —
 Do. Do. 5 per Cent., Aug. '73
 Do. Bonds, 5 per Ct. £1000, 52 pm
 Ditto, ditto, under £1000, 49 pm.

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	79
Stock	Caledonian	100	110
Stock	Glasgow and South-Western	100	107
Stock	Great Eastern Ordinary Stock	100	28½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	114
Stock	Do., A Stock	100	119
Stock	Great Southern and Western of Ireland	100	91
Stock	Great Western—Original	100	41½ x d
Stock	Do., West Midland—Oxford	100	27 x d
Stock	Do., do.—Newport	100	27 x d
Stock	Lancashire and Yorkshire	100	123
Stock	London, Brighton, and South Coast	100	61
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	115½
Stock	London and South-Western	100	79
Stock	Manchester, Sheffield, and Lincoln	100	47½
Stock	Metropolitan	100	117
Stock	Midland	100	111½
Stock	Do., Birmingham and Derby	100	83
Stock	North British	100	35
Stock	North London	100	114
Stock	Do., 1866	5	6½
Stock	North Staffordshire	100	70
Stock	Scottish Central	100	—
Stock	South Devon	100	46
Stock	South-Eastern	100	65½
Stock	Taff Vale	100	158
Stock	Do., C	—	8½ pm

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

Business on 'Change has been more animated during the
 week, consequent upon preparations made for the arrangement of
 the account; and the transactions which have taken place give
 evidence that the public have been purchasing at depreciated
 prices.

It seems that there has been a revival of those shameless prac-
 tices which in May of last year led to such lamentable results;
 but it is satisfactory to learn that the parties engaged are likely
 to be traced and brought to punishment.

The Bank directors, at their usual weekly court to day, separa-
 ted without effecting any change in the official minimum, but
 the weekly return is considered satisfactory.

Consols are 90½ to 90¾ for money, and 90½ to 91 for the ac-
 count. The decision of the Cadiz Prize Court, and the assurance
 thus furnished that the Spanish difficulty will be overcome with-
 out resort to the arbitrament of war, have given a firmer tone to
 this market.

In Foreign Stocks the transactions have been somewhat
 numerous, and prices have in some instances had an upward
 tendency. This is specially the case as regards Greek, Turkish,
 and Venezuelan Stocks.

The Railway share market has also been more buoyant, and
 the London and North-Western and Midland traffics exhibit an
 increase.

In the banking department shares have not changed hands
 in many instances, and prices rule firm.

At the tenth annual meeting of the Oriental Bank Corpora-
 tion to-day the report, which was unanimously adopted, stated
 that the net profit of the bank for the year (including £5,137
 13s. 8d. from the last account) was £193,687 8s. 4d.; and the
 directors recommended out of that sum the distribution of a
 dividend equivalent to 12 per cent. for the year.

The dividend of the Australian Joint-Stock Bank is at the
 rate of 8 per cent. per annum, leaving a balance of £50,107.

There is a rumour that an amalgamation is arranged between
 Messrs. Bosanquet & Co., and Messrs. Stevenson, Salt, & Co.,
 both banking firms in Lombard-street.

At a meeting of creditors of the Commercial Bank Corporation of India and the East the proposed resuscitation was approved, and resolutions were passed by the creditors agreeing to receive payment of claims by half-yearly instalments extending over two years.

Insurance shares maintain their ground, but prices are practically unaltered.

The London Financial Association have made a call of £5 per share, owing to the panic in the railway market having prevented the realisation of securities.

THE NEW METROPOLITAN POOR ACT.—The new Metropolitan Poor Act, having received the royal assent, has become law; and its provisions come into immediate operation. The discretionary power reserved for the Poor-law Board is, however, so large, that it rests entirely with the President of the Poor-law Board to determine its application. He can either combine various parishes into a district or leave them untouched; and some of the larger west-end parishes look forward with hope to being "left alone."—*British Medical Journal*.

At the opening of the Special Commission for the trial of Fenian prisoners, Lord Chief Justice Whiteside delivered an eloquent charge to the grand jury. It was a strange coincidence that he as well as Lord Chief Justice Cockburn should have brought the name of Wolfe Tone into their respective addresses. The Irish judge, of course, spoke in the most disparaging terms of his countryman: but although Tone was a rebel, he was both a gentleman and a soldier, and to place him in juxtaposition with Fenian linen-drappers and shoemakers, displays a thorough ignorance of his history. Tone was an excellent scholar, and had served for a considerable time in the French army. The worst thing about him was his atheism, which was revolting in its intensity.—*London Review*.

ACTS OF PARLIAMENT.—The number of Acts passed in the present Session, which commenced on the 5th of February, to the adjournment for the Easter recess, on the 12th inst., was 24, of which ten were public and 14 local.

THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.—The sittings of this Committee for the hearing of appeals will not be resumed till the 18th of June. A day, however, may be fixed before their regular sittings, for delivering judgments in some outstanding appeals.

A LAWYER CHARGING 433 PER CENT. INTEREST.—In an action tried at the Liverpool Court of Passage, on Saturday, the plaintiff, William Pittley, a cart owner of Toxteth-Park, sued Thomas Parker, a local attorney, for trespass and to recover a balance arising from a distraint. Plaintiff, attracted by an advertisement, went to the office where the defendant carries on business, lending his name to a person named Boardman, who lately appeared in the police-court as a defendant in a charge of obtaining money by false pretences. Plaintiff borrowed £20 for 21 days, for which he was to pay £5 interest, or at the rate of £433 6s. 8d. per cent. per annum. As security he gave a bill of sale over part of his household furniture and other property. Immediately the time had expired, defendant, acting on the bill of sale (which it was alleged had been improperly filled up after the plaintiff had executed it) distrained upon the plaintiff's furniture, horses, harness, and carts, sold them preemptorily at Lucas's repository for £41 10s., and handed plaintiff only £4 as the balance remaining to him. It was for the alleged overcharges that the action was brought, and the jury found for the plaintiff on nearly every item.—The Recorder of Liverpool, who presided, said greater pests to society than Mr. Parker and his "clerk," Mr. Boardman, could not exist, and the sooner their conduct was brought before the Law Society the better.

Mr. Henry Robinson, solicitor, of Skipton, wishes us to state on his behalf that he was not the defendant in the cause of "Dawes v. Robinson," tried at the Leeds Assizes on the 11th inst.

ESTATE EXCHANGE REPORT.

AT THE MART.

April 11.—By Messrs. CHINNOCK, GALSWORDTHY, & CHINNOCK.
Freehold house and shop, No. 27, Little Britain, City; let at £70 per annum.—Sold for £1,950.

Freehold estate, known as Mardens Farm, situate in the parish of Tunbridge, Kent, containing 18a 0r 23p of meadow, pasture, and arable land.—Sold for £1,210.

Freehold residence, No. 4, St. George's-place, Brighton; let at £75 per annum.—Sold for £1,150.

April 12.—By Messrs. NORTON, TRIST, & WATNEY.
Freehold house and shop, and shop and yard in the rear, No. 39, Church-street, Croydon.—Sold for £310.
Copyhold building land, situate in Mansionhouse-street, King-street, Hammersmith.—Sold for £365.

By Messrs. GARDEN, ELLIS, & SOOBER.
Leasehold public-house, known as The Pembroke Castle, and piece of land at side, situate at the junction of Gloucester-road North and Regent's-park-road; let at £150 per annum; term, 92½ years from 1851, at £61 per annum.—Sold for £2,000.
Leasehold, 2 houses and shops, Nos. 2 and 3, Pembroke-terrace,

Regent's-park, producing £30 per annum; term, 99 years from 1847, at £40 per annum.—Sold for £300.

Freehold house, No. 6, Patriot-square, Bethnal-green.—Sold for £490.

April 15.—By Messrs. PULLEN, HORNE, & EVERSFIELD.
Leasehold residence, known as Stockleigh House, North-gate, Regent's-park, with coach-house, stabling, grounds, and gardens of about 2 acres; term, 81 years from 1822, at £10 per annum.—Sold for £3,320.

By Messrs. HUDSON & SON.
Freehold, 9a 0r 26p of marsh land, situate in the parish of Plumstead.—Sold for £1,000.

April 16.—By Messrs. DERENHAM, TEWSON, & FARMER.
Freehold and leasehold property, known as The Richmond Hill Hotel, Richmond-hill, Surrey; term of leasehold portion, 50 years from 1860, at £20 per annum.—Sold for £11,100.
Copyhold and leasehold premises, No. 12, Narrow-street, Ratcliff, producing £130 per annum; term, 40 years from 1855, at £5 per annum.—Sold for £3,050.

April 19.—By Mr. FRED. GODWIN.
Freehold Residence, situate on the turnpike-road from London to Epsom.—Sold for £1,050.

Freehold 0a 2r 15p of Building Land fronting the turnpike-road aforesaid.—Sold for £340.

Leasehold Residence, No. 2, St John's Park-villas, Haverstock-hill, rental value £120 per annum; term, 83½ years unexpired, at £15 15s. per annum.—Sold for £1,345.

Leasehold Residence, No. 9, St John's Park-villas, let at £140 per annum; term, 96 years from 1853 at £5 per annum.—Sold for £1,860.

Leasehold Residence, No. 9, Park-road, Haverstock-hill, let at £30 per annum, term, 83½ years unexpired, at £12 per annum.—Sold for £895.

Leasehold Residence with stabling, No. 10, Park-road, let at £95 per annum; term, and ground rent similar to above.—Sold for £1,100.

Leasehold Residence with stabling, No. 31, Park-road; let at £80 per annum; term, similar to above at £12 10s. per annum.—Sold for £900.

Leasehold, 3 Residences, No. 22 to 24, Park-road, let at £50 each per annum; term, similar to above at £12 each per annum.—Sold for £890 each.

Leasehold Residence, No. 25, Park-road, let at £80 per annum; term 83½ years unexpired, at £2 18s. per annum.—Sold for £1,035.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BURT—On March 18, at St. Kitt's, West Indies, the wife of Archibald P. Burt, Esq., Q.C., of a son.

PEACHEY—On April 15, the wife of Fras. Peachey, Esq., Solicitor, of 17, St. Stephen's-road, Hammersmith, of a daughter.

SHAPLAND—On April 14, at Rushton-villa, Sutton, Surrey, the wife of Arden Avery Shapland, Esq., Solicitor, of 9, Feuchurch-street, of a daughter.

SHARMAN—On April 12, at Wellingborough, the wife of Matthew Reid Sharmar, Esq., Solicitor, of a daughter.

MARRIAGES.

ANSTIE—WINTERBOTHAM—On April 11, at Shortwood, Gloucestershire, James Anstie, Esq., Barrister-at-Law, of Lincoln's-inn, to Annie, daughter of Lindsay Winterbotham, Esq., Banker, of Stroud.

BOYD—ARMILLAN—On April 16, at 19, Charlotte-square, Edinburgh, James Boyd, Esq., 4, Moray-place, Edinburgh, to Cecilia Clifford, daughter of the Hon. Lord Armillan.

BUXTON—BAYLIS—On April 8, at St. Anne's Church, Alderney, Channel Isles, the Rev. Harry John Wilmot Buxton, B.A., of Brasenose College, Oxford, curate of Alderney, son of Harry Wilmot Buxton, Esq., Barrister-at-Law, of the Middle Temple, of Sydney-street, Brompton, to Dorothea, daughter of the late James Baylis, Esq., of The Grove, Hammersmith.

DE LA TORRE—FILDER—On April 10, at the Church of St. Peter and St. Paul, Upper Boscoman-street, Clerkenwell, Manuel Garcia De la Torre, Esq., to Mary Anne, widow of the late Edward Jones Filder, Esq., Solicitor, of No. 1, New-square, Lincoln's-inn.

DEATHS.

CHURCH—On April 14, at 1, Harcourt-buildings, Temple, aged 37, John William Church, Esq., Barrister-at-Law, son of John Church, Esq., Woodside, Hatfield, and Ball's-hill, Northumberland.

HAWLEY—On April 9, John Hawley, Esq., Solicitor, of Coleman-street, City, aged 39.

HEANE—On April 12, at Newport, Salop, Henry Heane, Esq., Solicitor, aged 57.

WARREN—On April 12, at No. 11, Stockwell-place, Clapham-road, aged 65, Anne, widow of the late James Warren, Esq., Solicitor, formerly of Southampton.

WYBRANTS—On April 11, at Deltbrook, Dundrum, aged 58, George Wylson Wybrants, Esq., Solicitor, of 59, Harcourt-street, Dublin.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, April 12, 1867.

LIMITED IN CHANCERY.

Bwlch-y-Pwll Lead Mining Company (Limited).—Petition for winding up, presented April 10, directed to be heard before the Master of the Rolls on April 27. Miller & Smith, Watling-street, solicitors for the petitioner.

Suburban Hotel Company (Limited).—Petition for winding up, presented March 18, directed to be heard before Vice-Chancellor Malins on April 26. Colley, Austin-friers, solicitor for the petitioner.

St. Nazaire Company (Limited).—Petition for winding up, presented March 19, directed to be heard before Vice-Chancellor Malins on April 26. Jaquet, South-street, Finsbury-square, solicitor for the petitioner.

Union Brewery Company (Limited).—The District Registrar for Manchester has, by an order dated March 22, appointed Henry Elliott, Manchester, to be Official Liquidator.

TUESDAY, April 16, 1867.
LIMITED IN CHANCERY.

City and County Assurance Company (Limited).—Petition for winding up, presented April 16, directed to be heard before Vice-Chancellor Stuart on April 26. Pullbrook, Threadneedle-st, solicitor for the petitioners.

Houghton Hat Company, Denton (Limited).—Vice-Chancellor Wood, has fixed April 29, at 1.30, at his chambers, for the appointment of an official liquidator.

Imperial Land Credit Corporation (Limited).—Creditors are required on or before May 1, to send their names and addresses, and the particulars of their debts or claims to Henry Suckling, 17, Gresham-st, Friday, May 10, at 12, is appointed for hearing and adjudicating upon the said debts and claims.

Isle of Wight Ferry Company.—Vice-Chancellor Wood has fixed April 24, at 12, at his chambers, for the appointment of an official liquidator.

London Court Tailors' Company (Limited).—Creditors are required on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to William Lees Mc Clure, 19, Mosley-st, Manchester.

Tillery Colliery Company (Limited).—Petition for winding up, presented April 9, directed to be heard before the Master of the Rolls on April 27. Rowell, Clement's-inn, solicitor for the petitioners.

Weekly Advertiser Newspaper Company (Limited).—Petition for winding up presented March 25, directed to be heard before Vice-Chancellor Malins on April 26. Blake, Lothbury, solicitor for the petitioners.

Matlock Consumers' Gas Light and Coke Company (Limited).—Petition for winding up presented April 11, directed to be heard before the Master of the Rolls on April 27. Dubois & Maynard, Church-passage, Gresham-st, solicitors for the petitioners.

Peruvian Railways Company (Limited).—Petition for winding up presented April 11, directed to be heard before the Master of the Rolls on April 27. Harrison & Co, Old Jewry, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, April 12, 1867.

West London Burial Society, Horse and Groom Tavern, Maiden-lane, Covent-garden. April 8.

TUESDAY, April 16, 1867.

Dartmoor Prison Officers Benefit Society, Dartmoor Prison, Devon. April 12.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, April 16, 1867.

Hollick, John, Hurley, Kingsbury, Warwick. May 14. Hollick & Hiatt, M. R.

Callander, John Alex Burn, Belgrave-sq, Esq. May 13. Callander & Coventry, V. C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 12, 1867.

Alders, Ann, Oak-cottage, Ballard's-lane, North-end, Finchley, Widow. June 10. Hammond, Furnival's-inn.

Barringer, Wm Timson, Coubert, France, Gent. July 9. Johnson, Strausraer-place, Malda-vale.

Baron, Rev John, Weston-super-Mare, Somerset, Clerk. May 1. Davies & Son, Weston-super-Mare.

Berry, Elizabeth, Foxley-rd, Camberwell, Spinster. April 30. Cattell, Bedford-row.

Cottam, Robt, Kirkgate, Lees, Surgeon. June 5. Pullan, Leeds.

Goldshede, Barnado, Marylebone-rd, Gent. May 1. Hewitt, Ely-place, Holborn.

Heptonstall, Richd, Queen's-rd East, Chelsea, Licensed Victualler. May 8. Elizabeth Heptonstall, Princess of Wales, Charles-st, Brompton.

Hickman, Mary Ann, Camberwell-green, Widow. May 9. Mason & Withall, Bedford row.

Ingram, Hannah, Catterick, York, Widow. June 1. Hunton, Richmond, Yorkshire.

Jukes, Thos, Admaston, Salop, Esq. June 1. Palin, Shrewsbury.

Maltby, Edwd Harvey, The Albany, Piccadilly, Esq. May 1. Upton & Co, Austin-frs.

McCormack, John, Sierra Leone, Africa, Police Magistrate. May 20. Unwin, Sewbridgeworth.

Miller, Alex, Thurso, Caithness, Scotland, Esq. June 1. Jennings, Bennett's-hill, Doctors'-commons.

Myers, Saml, Leeds, Corn and Seed Merchant. June 25. Pullan, Leeds.

Phillips, Sarah, Harriet-terrace, Holloway-rd, Widow. May 15. Cattell, Bedford-row.

Pilkinson, Wm, sen, Fall Bank, Tottington Higher End, Lancaster, Farmer. May 11. Woodcock & Sons, Haslingden.

Reeves, Chas, Snaresbrook, Essex, Collector of Rates. June 10. Houghton & Wragg, St Helen's-place, Bishopsgate.

Ricketts, Chas Spencer, Stanley-st, Eccleston-sq, Esq. June 1. Scott & Co., Jermyn-st, St James.

Seaman, Geo, Grindley Brook, Whitechurch, Salop, Farmer. June 1. Johnson & Weatheralls, Temple.

Willbridge, Geo, Wood-lane, Tea Dealer. July 1. Jennings, Bennett's-hill, Doctors'-commons.

Wilson, Arthur, Plymouth, Devon, Merchant. June 1. Elworthy & Co, Plymouth.

TUESDAY, April 16, 1867.

Abbinett, Hy, Woolston, Southampton, Gent. June 1. Sharp & Co, Southampton.

Blandy, John Jackson, Reading, Berks, Gent. June 4. Blandy, Reading.

Boniface, Richd, Aldingbourne, Sussex, Yeoman. July 2. Powell & Arnold, Chichester.

Daniels, Fredk Wm, Winchester, Hants, Hotel Keeper. June 18. Faithfull, Winchester.

Davis, Saml, Clement's-inn, Gent. June 1. Dalton, Guildford-st, Russell-sq.

Emery, Elis, Kempston Hardwicke, Bedford, Widow. June 1. Whyley & Piper, Bedford.

Featherston, Thos, Alston, Cumberland, Draper. May 24. Thompson, Stanhope.

Greenwell, Richd, Bishopwearmouth, Durham, Merchant. July 1. Graham & Graham, Sunderland.

Hansen, Wm, Castleton, Lancaster, Gent. June 1. Grundy & Co, Manch.

Holliday, Wm, York, Woollen Draper. May 1. Grayston, York.

Jackson, Rev Richd Hy, Llanellian-yn-Rhos, Denbigh, Clerk. May 31.

King, John, Birm, Licensed Victualler. May 1. Ansell, Birm.

Kirk, Wm, Lenton, Nottingham, Lace Manufacturer. June 12. Johnson & Weatheralls, Temple.

Large, Joshua, Brunswick Hotel, Anierley-rd, enge, Licensed Victualler. May 15. Mackeson & Goldring, Lincoln's-inn-fields.

Lonsdale, Jane, Brighton, Widow. June 8. Paterson, Winchester-bldgs, Gt Winchester-st.

Palmer, Elis, Stratford-upon-Avon, Warwick, Widow. June 29. Hobbes & Co, Stratford-upon-Avon.

Rees, Harding, Beaconsfield, Bucks, Surgeon. June 24. Charsley, Beaconsfield.

Row, John Wall, Crewkerne, Somerset. May 18. Jolliffe, Crewkerne.

Simpson, Wm, Newton Heath, nr Manch, Gent. July 1. Crowther, Manch.

Spring, John, Beaconsfield, Bucks, Carpenter. June 24. Charsley, Beaconsfield.

Waters, Allan, Exmouth, Devon, Surgeon. May 1. Adams, Exmouth.

Woodhead, Thos, Low Moor, York, Cashier. May 31. Mumford, Bradford.

Wright, Thos Hardisty, Leeds, York, Gent. May 1. Grayston, jun York.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, April 12, 1867.

Abrahams, Benj, Birm, Wholesale Jeweller. April 1. Comp. Reg April 11.

Allen, Joseph, Castle-st, Falcon-sq, Aldersgate, Silk Dealer. April 9. Comp. Reg April 11.

Allen, Augustus, Thrapston, Northampton, Watchmaker. March 16. Asst. Reg April 12.

Arnold, David, Flamstead, Hertford, Straw Plait Dealer. April 11. Comp. Reg April 11.

Ashie, Geo, Blackfriar's-rd, Southwark, Engineer. April 4. Comp. Reg April 11.

Balle, Wm, Exeter. March 11. Comp. Reg April 8.

Banner, John, Macclesfield, Chester, Beer Seller. April 8. Comp. Reg April 10.

Barnard, Alfred, Upper Thames-st, Comm Agent. March 20. Comp. Reg April 12.

Batkin, Joseph, Birm, Retail Brewer. April 10. Asst. Reg April 12.

Beasley, Emma, Leeds, Boot Top Manufacturer. April 8. Comp. Reg April 12.

Beusman, Manuel, Seething-lane, Wine Merchant. April 8. Asst. Reg April 9.

Biers, John, jun, Grove-cottage, The Lawn, Shepherd's Bush, Clerk. April 4. Comp. Reg April 12.

Black, Jas Sheriff, Lpool, Dealer in Game. March 28. Comp. Reg April 11.

Blackmur, Geo, Norfolk, Suffolk, Farm Bailiff. April 6. Comp. Reg April 10.

Boden, Hy, Copenhagen Works, Limehouse, Braid Manufacturer. April 12. Asst. Reg April 12.

Bradley, Richd, Leadenhall-st, Accountant. April 6. Comp. Reg April 10.

Brunton, Hy, King's Lynn, Norfolk, Baker. March 19. Asst. Reg April 11.

Cleaver, Thos Davis, Old Northampton, Farmer. March 14. Asst. Reg April 9.

Cornuau, Marc Saml Louis, Manch, Silk Manufacturer. April 1. Comp. Reg April 10.

Dean, Hy and Daniel Pullin Dean, Hillalee, Gloucester, Maltsters. Mar. 13. Asst. Reg April 9.

Difford, Solomon, Preston, nt Faversham, Kent, Accountant. March 29. Comp. Reg April 10.

Drury, Thos Geo, and Jas Slater, Lpool, Undertakers. April 1. Comp. Reg April 12.

Ely, Thos, and Walter Lakin, Birm, Pocket Book and Case Makers. March 19. Asst. Reg April 12.

Faulkner, Catherine, Manch, Clothes Dealer. March 21. Comp. Reg April 11.

Fayle, Hy, Duff-st, Poplar, Outfitter. March 26. Comp. Reg April 10.

Francis, Joseph Thos, Wellington-pl, Tottenham, Bootmaker. March 25. Comp. Reg April 11.

Granada, Wm, Wellington, Somerset, Cordwainer. March 11. Comp. Reg April 8.

Grounds, Ann, Higher Walton, Chester, Farmer. March 23. Asst. Reg April 12.

Guise, Arthur de, Fenoburgh-st. April 5. Comp. Reg April 12.

Hancock, Fras Wm, Catherine cottages, Twickenham, out of business. March 15. Comp. Reg April 10.

Hart, Fredk, Birm, Gilt Toy Manufacturer. March 15. Comp. Reg April 8.

Harwood, John, Birm, Licensed Victualler. March 23. Asst. Reg April 9.

Henderson, Saml, Holloway-rd, Clothier. April 1. Comp. Reg April 11.

Hughes, Alfred Wilson, Exeter, Devon, Commercial Traveller. Feb 25. Comp. Reg April 10.

Ingram, Jenkins Jones, & Geo Richd Phillips, Fordingbridge, Southampton, Engineers. March 26. Asst. Reg April 11.

Jacob, John Geo, Garforth, York, Commercial Traveller. April 5. Comp. Reg April 11.
 Jaffcock, Ebenezer Cutler, Sheffield, Attorney's Clerk. April 4. Comp. Reg April 11.
 Joseph, Joseph, Plymouth, Devon, Jeweller. April 8. Comp. Reg April 11.
 Kellock, Amy, Old Swan, nr Lpool, Ironmonger. April 3. Comp. Reg April 12.
 Kent, Wm, Providence row, Oil Merchant. March 23. Comp. Reg April 12.
 Kew, Christopher David, Red Lion-st, Watchmaker. March 18. Comp. Reg April 10.
 Kilby, Wm Andrew, Fenchurch-st, Attorney-at-Law. March 30. Comp. Reg April 10.
 Kirk, John, & Hy Kirk, Sheffield, Table Knife Manufacturers. March 25. Asst. Reg April 12.
 Kirk, Geo, Vernon-rd, Old Ford, Builder. April 9. Comp. Reg April 12.
 Lee, Bernard, Arthur-ter, Peckham, out of business. March 14. Comp. Reg April 10.
 Morris, John, Pontoliton, nr Rhymney, Monmouth, Draper. March 15. Comp. Reg April 12.
 Newall, Richd, Astwood Bank, Fockenham, Worcester, Needle Case Maker. March 15. Comp. Reg April 11.
 Parry, Elizh, Wrexham, Denbigh, Widow. March 20. Asst. Reg April 10.
 Parker, Wm, Stevenage, Herts, Licensed Victualler. April 4. Comp. Reg April 11.
 Pines, Betty, West Bradford, York, Grocer. April 9. Comp. Reg April 11.
 Pullen, Chas Hy, Albion-rd, Milton-next-Gravesend, Kent, Gent. April 4. Comp. Reg April 11.
 Rayner, Ann, Eastbourne, Sussex, Lodging-house Keeper. March 29. Asst. Reg April 10.
 Roberts, Thos, Cawestry, Salop, Beer-seller. March 14. Asst. Reg April 9.
 Roberts, Wm, Llanfachreth, Merioneth, Cattle Dealer. March 16. Asst. Reg April 12.
 Robinson, Wm, Guisborough, York, Tailor. April 8. Comp. Reg April 12.
 Ross, Aron David, March, Merchant. April 1. Comp. Reg April 11.
 Sattile, Thos, Bolton, Lancaster, Spindle and Fly Maker. March 13. Asst. Reg April 10.
 Sharp, Wm Chas, Lumb, nr Newchurch, Lancaster, Cotton Manufacturer. March 12. Asst. Reg April 9.
 Sheeter, Edwrd, Bath, Builder. April 10. Comp. Reg April 11.
 Shier, John, Everton, Lpool, Licensed Victualler. April 1. Comp. Reg April 12.
 Smith, Edw, Nuneaton, Warwick, Grocer. March 21. Comp. Reg April 11.
 Smith, Geo, Derby, Common Brewer Feb 15. Asst. Reg April 9.
 Stephenson, Lawrence, Eton, York, Farmer. March 19. Asst. Reg April 10.
 Sutton, Wm Geo, Eglinton-rd, Coborn-rd, Old Ford, Builder. April 5. Comp. Reg April 12.
 Thornton, John, Droydsden, Lancaster, Butcher. March 19. Comp. Reg April 10.
 Towill, Aug, Lpool, General Produce Broker. April 10. Comp. Reg April 11.
 Upton, Jesse, Waltham Abbey, Essex, Clothier. April 8. Asst. Reg April 11.
 Ward, Wm, Lichfield, Grocer. April 4. Comp. Reg April 11.
 Warren, Thos, and Thos Warren, Jun, Torquay, Confectioners. March 18. Asst. Reg April 11.
 Wood, Hy, Caterham, Surrey, Builder. April 9. Comp. Reg April 11.
 Woodhead, Jonas, Bradford, York, Steel Merchant. March 15. Comp. Reg April 12.
 Worlege, John, Hind-st, Poplar, Mariner. April 2. Comp. Reg April 10.
 Wigglesworth, Thos and Jeremiah Wigglesworth, Accrington, Lancaster, Cotton Manufacturers. March 15. Asst. Reg April 12.
 Willmott, Arthur, Thornton-st, Brixton-rd, Clerk. April 6. Comp. Reg April 12.
 Wills, Stephen and John Wills, Nottingham, Lace Manufacturers. March 21. Asst. Reg April 11.
 Winnicott, Richd Weeks, Plymouth, Devon, Ironmonger. March 15. Asst. Reg April 10.

TUESDAY, April 16, 1867.

Bagshaw, Geo, Birm, Die Sinker. April 13. Comp. Reg April 16.
 Baker, Jas Fredk, Manchester-ter, Kilburn, Builder. March 18. Inspectorship. Reg April 12.
 Basten, Albert, Hampden-st, Clarendon-sq, Coach Builder. March 26. Comp. Reg April 12.
 Batger, Marianna, & Elis Batger, Brighton, Sussex, Boarding and Lodging Housekeepers. April 4. Comp. Reg April 13.
 Beharell, Chas Jas, Mile End-rd, Coloursman. April 11. Comp. Reg April 12.
 Blenkarn, John, New Cross-rd, Surveyor. April 3. Comp. Reg April 16.
 Brabin, Chas, Lpool, Cattle Salesman. April 13. Comp. Reg April 15.
 Bradley, Philip Loader, Stainsby-rd, Poplar, Lighterman. April 15. Comp. Reg April 16.
 Chaviv, Thos, Fassenham, Northampton, Butcher. March 27. Comp. Reg April 15.
 Clarke, Jas, Redditch, Worcester, Brickmaker. April 3. Comp. Reg April 15.
 Clewer, Robt Boddington, Bury, Lancaster, Tailor. April 3. Asst. Reg April 16.
 Cooper, Joseph, Nottingham, Hat Manufacturer. April 4. Conv. Reg April 15.
 Crowley, Richd, Carshalton, Surrey, Surveyor. April 1. Comp. Reg April 13.
 Durant, Wm, Trinity-st, Rotherhithe, Plumber. March 22. Comp. Reg April 15.

Edgley, Thos, and Joseph Wm Bennett, Sermon-lane, St. Paul's, Merchants. March 31. Comp. Reg April 16.
 Fleetwood, Dan Joseph, Birm. April 8. Asst. Reg April 15.
 Gibson, Chas, Didsbury, Lancaster, Gent. March 31. Asst. Reg April 16.
 Gibson, Hy Turner, Pittfield-st, Hoxton, Bookseller. Oct 21. Comp. Reg April 15.
 Godier, Jas, Whitechapel-rd, Fruit Salesman. April 9. Comp. Reg April 15.
 Hallam, Geo Theodore, and Joseph Hallam, Marshall-st, Golden-sq, Manufacturing Stationers. March 21. Comp. Reg April 12.
 Hale, Edw Hy, Cheltenham, Gloucester, Music Seller. March 23. Asst. Reg April 15.
 Hamer, Abraham, March, Draper. April 2. Comp. Reg April 12.
 Harrison, John, Trafalgar-st, Walworth-rd, Commission Traveller. April 10. Comp. Reg April 15.
 Holland, Wm, Pemberton, Lancaster, Agent. March 19. Comp. Reg April 15.
 Houghton, Clarke, Lefevre-rd, Old Ford-rd, Saddler. March 19. Comp. Reg April 15.
 Ingersent, Geo, St Leonard's Villa, Sunay-bank-rd, South Norwood April 2. Asst. Reg April 15.
 John, Thos, Llantrissant, Glamorgan, Grocer. April 9. Comp. Reg April 12.
 Jones, David Saml, Birm, Draper. April 2. Asst. Reg April 13.
 Kirkbridge, Geo, Monkwearmouth Shore, Durham, Tailor. April 11. Comp. Reg April 12.
 Lawrence, David, Gloucester-ter, Campden-hill, Kensington, Dealer in Works of Art. April 4. Comp. Reg April 15.
 Lawther, Matthew Andrew, Gateshead, Durham, Draper. March 21. Asst. Reg April 15.
 Leighton, John, The Rev. Cheltenham, Gloucester, Clerk. April 12. Comp. Reg April 16.
 Lindeman, John Wm, Hart-st, Covent-garden, Leather Seller. April 13. Asst. Reg April 16.
 Lloyd, Edw Geo, Worstead, Norfolk, Grocer. March 29. Asst. Reg April 15.
 Lyons, Benj, Landport, Hants, Outfitter. March 19. Asst. Reg April 12.
 Manlow, Wm Isaac, Deborah-ter, Cromwell-rd, Colney Hatch, Builder. April 18. Comp. Reg April 16.
 Matthews, Chas, Ixworth, Suffolk, Builder. March 19. Asst. Reg April 16.
 Mayes, Wm, St Albans, Hertford, Plumber. April 13. Comp. Reg April 15.
 Medville, Thos Hardy, Lincolnshire, Farmer. March 20. Asst. Reg April 15.
 Metcalf, Thos Philip Augustus, Lpool, General Broker. April 15. Comp. Reg April 16.
 Moore, Lewis, Widnes, Lancaster, Builder. March 29. Conv. Reg April 16.
 Nettleton, Joe, Worsborough Dale, York, Shopkeeper. March 23. Asst. Reg April 16.
 Piper, John Herbert, Devonshire Nursery, Haverstock-hill, Nurseryman. March 29. Comp. Reg April 12.
 Reddecliff, Robt, Sheffield, Schoolmaster. March 19. Asst. Reg April 15.
 Rinton, Geo, Queen-st, Cheapside, Commission Agent. April 4. Comp. Reg April 15.
 Roberts, Robt Wm, St Swithin's-lane, Secretary to a Public Company. April 15. Comp. Reg April 16.
 Settle, Robt, Lpool, Omnibus Proprietor. March 29. Comp. Reg April 13.
 Simmons, Geo Fras Carlyon, Queensborough-ter, Gent. April 2. Comp. Reg April 15.
 Smith, Thos, Blackfriars-rd, Upholsterer. March 15. Comp. Reg April 12.
 Stolt, Jas, Fleetwood, Lancaster, Innkeeper. March 23. Asst. Reg April 15.
 Stringer, Fredk John, Walsall, Stafford, Watchmaker. April 9. Comp. Reg April 13.
 Ticehurst, Thos, & Jas Stonham, Littlehampton, Sussex, Drapers. March 20. Asst. Reg April 15.
 Welch, Ann Maria, Birm, Warwick, Widow. April 11. Comp. Reg April 15.
 West, Thos, Northampton, Upholsterer. March 27. Comp. Reg April 16.
 Wheaton, Richd, Greenwood-st, Dalston-rise, Commercial Clerk. April 10. Asst. Reg April 15.
 White, Geo, Prittlewell, Essex, Baker. April 1. Comp. Reg April 15.
 Williams, Wm, Camborne, Cornwall, Miner. April 1. Asst. Reg April 13.
 Willan, Geo, Park-st, Stoke Newington, Fly Proprietor. March 16. Comp. Reg April 13.
 Winkfield, Hy John, Blackburn, Yarn Agent. March 23. Asst. Reg April 15.
 Wylie, Dolia, Bristol, Licensed Victualler. March 16. Comp. Reg April 13.
 Winterlood, John, Chelmsford, Essex, Boot Maker. March 18. Comp. Reg April 13.

Bankrupts.

FAIDAT. April 12, 1867.

To Surrender in London.

Allen, Richd Hy, Prisoner for Debt, London. Fet April 10 (for pau).
 April 25 at 1. Pittman, Guildhall-chambers.
 Batchelor, Percival Ashton, Prisoner for Debt, London. Fet April 8 (for pau).
 April 25 at 2. Dobie, Basinghall-st.
 Brown, Hy, Prisoner for Debt, London. Fet April 10 (for pau).
 April 25 at 1. Pittman, Guildhall-chambers.
 Cannon, Jas, Trinity-ter, Brixton, Lieut. Fet April 9. April 29 at 1.
 Silverst, Gt Dover-st, Newington.
 Castle, Jas, Fonthill-pl, Clapham-rd, out of business. Fet April 19.
 May 8 at 11. Clennell, Gt Knight Rider-st. Doctors'-commons.
 Clark, Wm, St Peter's-cottages, Lpool-st, Walworth, Manager to a Timber Merchant. Fet April 6. April 29 at 12. Kent, Cannon-st.

Chadwick, Fredk, Prisoner for Debt, London. Pet April 4. April 29 at 2. Udy, Trinity-st, Southwark.
Collins, Emma, Acton-st, Gray's-inn-rd, Seamstress. Pet April 8. April 29 at 12. Allen, Chancery-lane.
Dudley, Fredk Leacroft, Gillingham, Kent, Clerk. Pet April 8. May 1 at 1. Frail & Co, Chancery-lane.
Durrant, Jas, Starch-green, Hammermith, Retailer of Beer. Pet April 8. May 1 at 1. Marshall, Lincoln's-inn-fields.
Ellis, Isaac, Strutton-ground, Westminster, Tailor. Pet April 9. April 23 at 2. Padmore, Westminster-bridge-rd.
Gee, Ben Joseph, Balaclava-rd, Blue Anchor-rd, Bermondsey, Builder. Pet April 6. April 25 at 1. Vant, Leadenhall-st.
Goslett, Elliott, Langford-rd, Kentish-town, Journeyman Carver. Pet April 8. April 25 at 1. Pitman, Guildhall-chambers.
Heard, Geo, Gravel-lane, Southwark, Baker. Pet April 8. May 1 at 1. Wright, Chancery-lane.
Heilbron, Wm, Coborn New-rd, Bew, out of business. Pet April 10. May 8 at 11. Thistlethwaite, Lincoln's-inn-fields.
Higgs, Susan Fines, Francis-ter, Victoria-pk, Teacher of Music. Pet April 9. May 1 at 2. Tower, Lower Thames-st.
Hill, Richd Joseph Wm, Glengall-grove, Old Kent-rd, Contractor. Pet April 5. May 1 at 12. Angell, Guildhall-yard.
Hope, Benj, Prisoner for Debt, London. Adj March 20. April 24 at 11.
Lofus, Lord Geo Wm, Edwards-st, Portman-sq, no trade. Pet April 9. April 29 at 1. Barnard, Norfolk-st, Strand.
Lovell, Thos, China-walk, Lambeth, Messenger. Pet April 9. April 25 at 2. Shepherd, Coleman-st.
Lowest, Hy Hubbard, Litcham, Norfolk, Ironmonger. Pet April 8. April 29 at 12. Harrison, Basinghall-st.
Maine, Jane, Great Queen-st, Lincoln's-inn, Furniture Dealer. Pet April 8. May 1 at 11. Lamb, Southampton-bldgs.
McDonald, Jas, Goldsmith's-row, Hackney-rd, Shereditch, Baker. Pet April 9. April 29 at 1. Langton, Walbrook-House, Walbrook.
Milton, Harman Mathew, Prisoner for Debt, London. Pet April 10 (for pa). May 8 at 11. Gonsley, Bow-st, Covent-garden.
Morgan, Edwd, Edgware-rd, Carriage Builder. Pet April 10. April 25 at 2. Apps, South-sq, Gray's-inn.
Mumford, Thos, Newbury, Berks, Innkeeper. Pet April 8. April 25 at 1. Mumford, Guildhall-chambers.
Packman, Frank Jas Wilson, Wimborne Minster, Dorset, Doctor. Pet April 8. May 1 at 1. Vizard & Co, New-inn.
Price, Wm Hy, Blackwater, Sutton, Surrey, Bulder. Pet April 9. April 29 at 2. Dobie, Basinghall-st.
Ramsey, Geo Graham, Dorset-pl, Dorset-sq, no occupation. Pet April 10. May 8 at 12. Marshall, Lincoln's-inn.
Rhodes, John Edwd, Mitcham, Surrey, Logwood and Drug Grinder. Pet April 8. April 29 at 12. Norton & Co, Walbrook.
Rogers, John, Wheatley, Oxford, Farmer. Pet March 23. May 18 at 12. Harrison & Co, Old Jewry.
Sawyer, Wm and Wm Jonathan, Sawyer, Wentworth-st, Whitechapel, General Shopkeepers. Pet April 8. May 1 at 2. Munday, Basinghall-st.
Smith, Thos, Prisoner for Debt, London. Pet April 6 (for pa). May 1 at 12. Dobie, Basinghall-st.
Wilkins, Thos Alex, Bramley-rd, Notting-hill, Clerk. Pet April 10. April 29 at 1. Cooke, New Broad-st.
Yorke, Broughton, St Martin's, Stamford Baron, Northampton, Butcher. Pet April 10. April 29 at 1. Wright & Bonner, London-st, Fenchurch-st.

To Surrender in the Country.

Bail, Joseph, Fenton, Stafford, out of business. Pet April 10. Newcastle-under-Lyme, April 27 at 11. Tennant, Hanley.
Bensley, Robt, Catfield, Norfolk, Butcher. Pet April 8. North Walsham, April 23 at 11. Sudd, jun, Norwich.
Blanch, Wm Harneft, Birkenhead, Chester, Gunmaker. Pet April 10. Lpool, April 26 at 11. Best, Lpool.
Boothroyd, Wm, Halifax, York, Dealer in Tools. Pet March 2. Leeds, April 29 at 11. Bond & Barwick, Leeds.
Brotherton, Jas, Prisoner for Debt, Lancaster. Adj March 20. Manch, May 14 at 11.
Briggs, Wm, Goole, York, Beerhouse Keeper. Pet April 4. Goole, April 23 at 12 30. Harle, Leeds.
Buckley, Jas Nephew, Carmarthen, Miller. Pet April 10. Bristol, April 24 at 11. Henderson, Bristol.
Burney, John, & Joseph Burney, Darlington, Durham, Accountants. Pet April 5. Newcastle-upon-Tyne, May 1 at 12. Ingledew & Daggett, Newcastle-upon-Tyne.
Cheadle, Thos, Stoke-upon-Trent, Stafford, Coal Master. Pet April 8. Birm, May 1 at 12. Rowlands, Birm.
Cook, Wm John, Weston Common, Southampton, Bricklayer. Pet April 8. Southampton, April 22 at 12. Mackey, Southampton.
Crapper, Hy, Attercliffe, Sheffield, Plumber. Pet April 3. Leeds, May 1 at 12. Broomhead, Sheffield.
Creech, John, Hanham, Gloucester, Horse Dealer. Pet April 8. Bristol, April 26 at 11. Miller, Bristol.
Ellis, Geo, Leicester, Clicker. Pet April 8. Birm, April 30 at 11. Haxby, Leicester.
Ewbank, Geo Reuben, York, Baker. Pet April 10. Leeds, April 29 at 11. Grayston, jun, York.
Gifford, Robt, Brighton, Sussex, Head Inspector of Nuisances. Pet April 8. Brighton, April 26 at 11. Lamb, Brighton.
Hair, Geo Kennington, Kingston-upon-Hull, Corn Factor. Pet April 10. Leeds, April 24 at 12. Eaton & Baily, Hull.
Halcomb, Chas Hy, Lowe-hill, nr Leek, Stafford, Merchant's Clerk. Pet April 6. Birm, April 24 at 12. Hacker & Allen, Leek.
Harding, Thos, Newcastle-under-Lyme, Journeyman Painter. Pet April 8. Newcastle-under-Lyme, April 27 at 11. Litchfield, Newcastle-under-Lyme.
Hurry, Charlotte, St Blassy, Cornwall, Greaser. Pet April 11, Exeter, April 30 at 12. Boley, Exeter.
Hosbrough, John Bowman, Kingston-upon-Hull, Boot Manufacturer. Pet April 10. Leeds, April 24 at 12. Spurr & Chambers, Hull.
Molles, John, Walsall, Stafford, Journeyman Plumber. Pet April 6. Walsall, April 27 at 12. Ward, Wolverhampton.
Horsley, Wm, North Ings, Sheriff Hutton, York, Farmer. Pet April 10. Leeds, April 25 at 11. Grayston, jun, York.

Jarvis, Wm, Hill-top, Stafford, Confectioner. Pet April 8. Oldbury, April 26 at 11. Smith, Birm.
Jones, Wm, Llanthw-y-farde, Glamorgan, Licensed Victualler. Pet April 8. Pontypidd, April 22 at 11. Thomas, Pontypidd.
Jones, Wm, Glascock Farm, Montgomery, Farmer. Pet April 8. Newtown, April 22 at 1. Ponton, Eilesmore.
Knowles, Chas Joseph, Gt Yarmouth, Norfolk, Mast, Block and Pump Maker. Pet April 8. Gt Yarmouth, April 29 at 11. Diver, Gt Yarmouth.
Lamb, Chas Hy, Elmswell, Suffolk, Grocer. Pet April 4. Stowmarket, April 20 at 10. Walpole, Berton.
Leybourne, Saml, Norton, nr Stockton-on-Tees, Durham, Accountant. Pet April 8. Stockton-on-Tees, April 24 at 11. Thompson, Stockton-on-Tees.
Lowson, Robt Hodgson, Romaldkirk, York. Pet April 6. Barnard Castle, April 24 at 12. Nixon, Barnard Castle.
Lythe, Richd, Gt Bronghton, York, Blacksmith. Pet April 6. Leeds, April 29 at 11. Mason, York.
Middleton, John, Allington, Dorset, Beerhouse-keeper. Pet April 2. Bridport, May 7 at 12. Loggin, Bridport.
Mitarachi, Geo Theodore, Manchester, Comm Agent. Pet April 9. Manch, May 1 at 11. Sale & Co, Manch.
Morgan, Owen, Prisoner for Debt, Walton. Adj March 18. Lpool, April 26 at 11.
Morgan, Saml, Gampston, Ironbridge, Salop, out of business. Pet April 8. Birm, May 1 at 12. Collis & Ure, Birm.
Oakley, Wm, Sheffield, Anvil Manufacturers. Pet April 11. Leeds, May 1 at 12. Frosten, Sheffield.
Payne, Richd, Birm, Upholsterer. Pet April 10. Birm, May 10 at 10. Francis, Birm.
Pearson, Ralph Thompson, Hartlepool, Durham, Bookseller. Pet April 9. Newcastle-upon-Tyne, April 39 at 11.30. Hodge & Harle, Newcastle-upon-Tyne.
Perkins, Thos Goodwin, Peterborough, Northampton, Draper. Pet April 4. Peterborough, April 27 at 11. Smedley, Peterborough.
Porter, Edwd, C heltenham, Gloucester, Rag Dealer. Pet April 9. Bristol, April 24 at 11. Henderson, Bristol.
Prescott, Thos, Manch, Assistant to a Licensed Victualler. Pet April 3. Manch, April 30 at 11. Stringer, Manch.
Rainbow, Oliver, Bromsgrove, Worcester, Victualler. Pet April 8. Birm, May 3 at 12. Watkins, Worcester.
Roberts, Geo, Bradford, York, Grocer. Pet April 8. Bradford, May 17 at 10. Cross, Bradford.
Roberts, Wm, Bridgnorth, Salop, Innkeeper. Pet April 8. Bridgnorth, May 6 at 12. Batle, Bridgnorth.
Smith, John, Wakefield, York, Beerseller. Pet April 8. Wakefield, April 27 at 11. Fernandes & Gill, Wakefield.
Smith, Edwd, Lpool, Dealer in Fruit. Pet April 10. Lpool, April 29 at 11. Henry, Lpool.
Soper, John Lampser, Peterlavy, Devon, Grocer. Pet April 9. Tavistock, April 24 at 12. Brian, Plymouth.
Springer, Geo, Birm, Tailor. Pet April 10. Birm, April 26 at 12. Snow, Birm.
Sutton Wm, Chesterton, Stafford, Collier. Pet April 1. Newcastle-under-Lyme, April 27 at 11. Tennant, Hanley.
Turnbull, Geo, Wotton-pk, Durham, out of business. Pet April 8. Newcastle-upon-Tyne, April 30 at 12. Hutchinson, Stanhope.
Turner, Fredk, Brighton, Bath Attendant. Pet April 6. Brighton, April 25 at 11. Mills, Brighton.
Vesey, Sam, Manch, Merchant. Pet March 20. Manch, May 6 at 11. Crowther, Manch.
Warren, Mary, Hambleton, Hants, Widow. Pet April 8. Bishops Waltham, April 29 at 11. White, Portsea.
Way, Paul, Landport, Hants. Pet April 6. Portsmouth, April 25 at 12. White, Portsea.
Wheatcroft, Adelphus Edwd, & Thos Ballen Turner, Litchurch, Derby, Wire Weavers. Pet April 8. Birm, April 30 at 11. Gamble & Leech, Derby.
Williams, Thos, Prisoner for Debt, Monmouth. Adj April 9. Bristol, April 24 at 11.
Williams, Howell, Mount St Albans, nr Carleon, Monmouth, Farm Bailiff. Pet April 4. Bridgend, April 17 at 12. Middleton, Bridgend.
Wood, Jas, Brighton, Sussex, Coal Merchant. Pet April 8. Brighton, April 26 at 11. Lamb, Brighton.
Woolnough, Chas, Aireville, York. Pet April 10. Leeds, April 25 at 11. Tennant & Co, Leeds.
Wynne, Chas, Glinton, Northampton, Innkeeper. Pet April 6. Peterborough, April 27 at 12. Brown, Deeping.

TUESDAY, April 16, 1867.

To Surrender in London.

Amos, Hy Thos, Hewlett-rd, Victoria-pk, out of business. Pet April 11. May 2 at 12. McMillin, Bloomsbury-sq.
Bent, John Thos Hamlyn, Grafton-st East, Enston-sq, Gent. Pet April 12. May 2 at 8. Parker, King-st, Cheapside.
Billbee, Edwd, Devonshire-pl, Bull-lane, Stepney, Tea Grocer. Pet April 10. May 1 at 2. Stendman, Mason's-avenue, Coleman-st.
Black, Wm, Wandsworth-lane, Under Gardener. Pet April 11. May 2 at 12. Lewis & Co, Basinghall-st.
Brown, Wm, Park-wall, Rag and Bottle Merchant. Pet April 12. May 3 at 2. Hicks, Coleman-st.
Butcher, Thos, Prisoner for Debt, London. Pet April 9. May 8 at 12. Smith, Southampton-st.
Collins, Edwd Jas Mortimer, Prisoner for Debt, London. Pet April 11. May 1 at 11. Miles, Coleman-st.
Cutler, Geo, jun, Wenlock-rd, City-rd, Boiler Maker. Pet April 12. May 8 at 12. Young, Serjeant's-inn.
Dixon, Geo, Sun-et, Upper Whitecross-st, Fringe Manufacturer. Pet April 11. May 8 at 12. Chidley, Old Jewry.
Dodson, Geo Peter, Jermyn-st, Piccadilly, Attorney-at-Law. Pet April 13. May 2 at 12. Orchard, John-st, Bedford-row.
Edward, Robt Richd, St Thomas-st, Southwark, Merchant. Pet April 11. April 29 at 2. Bradley, Fenchurch-st.
Herbert, Robt Mayow, Philpot-lane, Spice Merchant. Pet April 8. May 1 at 2. Miller & Stubbs, Eastcheap.
Hoppett, Thos, Craven-pl, High-rd, Kensington, Grocer. Pet April 8. May 2 at 11. Ashby, Clement's-lane, Lombard-st.

Howe, John, Brentwood, Essex, Butcher. Pet April 11. April 29 at 2.
 Brown, Weaver's-hall, Basinghall-st.
 Meinhardt, Saml, Crosby-hall-chambers, Bishops-gate-st, Merchant.
 Pet April 8. May 13 at 11. Wontner & Sons, Bucklersbury.
 Muddelle, John, St Stephen's-sq, Baywater, Contractor. Adj March
 19. May 8 at 2. Wilkins & Co, St Swithin's-lane.
 Niemeyer, Fredk, Gt Portland-st, Tailor. Pet April 11. May 8 at 1.
 Miller & Miller, Sherborne-lane.
 Parkinson, Catherine, Pentonville rd, Spinster. Pet April 11. May 8
 at 1. Edwards, Bush-lane, Cannon-st.
 Smith, Robt Hayes, Brook-st, Euston rd, no occupation. Pet April 11.
 May 2 at 11. Spicer, Staple-inn.
 Spark, Alfred, Winchester-ter, Caledonian-rd, General Dealer. Pet
 April 11. May 8 at 1. Pittman, Basinghall-st.
 Vibart, Wm Edwd Freere, Percy-circus, Lloyd-sq, Islington, out of bu-
 siness. Pet April 11. May 1 at 11. Wood, Bucklersbury.
 Woller, Fras, Prisoner for Debt, London. Pet April 12 (for pau). May
 1 at 11. Miles, Coleman st.

To Surrender in the Country.

Blackburn, Elijah, Birm, Cordwainer. Pet March 22 (for pau). War-
 wick, May 10 at 10.
 Blackham, John, Tipton, Stafford, Cinder Burner. Pet April 2. Dud-
 ley, April 29 at 11. Warmington, Dudley.
 Bray, Wm, Plymouth, Devon, Cabinet Maker. Pet April 13. East
 Stonehouse, May 1 at 11. Gilbert, Devonport.
 Claridge, Daniel, Coventry, Warwick, Horse Dealer. Pet April 11.
 Birm, April 26 at 12. Smallbone, Coventry.
 Clarke, John, Leicester, Furniture Broker. Pet April 10. Leicester,
 May 4 at 10. Owston, Leicester.
 Coles, Timothy, Stratford-upon-Avon, out of business. Pet April 11.
 Stratford-upon-Avon, April 30 at 11. Overall, Leamington Priors.
 Collinge, Hy, Salford, Lancaster, Commercial Traveller. Pet April 13.
 Salford, April 27 at 9.30. Woodall, Manchester.
 Cooper, Joseph, Leicester, Farm Bailiff. Pet April 13. Birm, April
 20 at 11. Haxby, Leicester.
 Crick, Fredk Geo, Westfield, Ordsall, Nottingham, Railway Clerk. Pet
 April 12. East Retford, April 29 at 10. Marshall, jun, East Retford.
 Davis, Isaac, Kingswood, Gloucester, Carpenter. Pet April 9. Bristol,
 May 3 at 12. Shipton.
 Davies, Thos, Wyle Cop, Shrewsbury, Grocer. Pet April 11. Shrews-
 bury, April 26 at 11. Davies, Shrewsbury.
 Down, Wm, Merton, Devon, Wheelwright. Pet April 13. Torrington,
 May 2 at 12. Tapley, Torrington.
 Dyson, Geo, Leeds, Cloth Manufacturer. Pet April 12. Leeds, May 2
 at 11. Pullan, Leeds.
 Farmer, Wm, sen, Belton, Leicester, Saddler. Pet April 11. Lough-
 borough, April 27 at 10. Goode, Loughborough.
 Flatt, Wm, Holbeck, Leeds, Painter. Pet April 13. Leeds, May 9 at
 12. Middleton, Leeds.
 Foster, Joseph, Sherburn, York, Innkeeper. Pet April 12. Leeds,
 April 29 at 11. Spirette, Leeds.
 Foster, Wm, Winterborne Whitechurch, Dorset, Innkeeper. Pet April
 13. Blandford, April 27 at 3. Atkinson, Blandford.
 Gallagher, John, Church, nr Accrington, Lancaster, Weaver. Pet
 April 6 (for pau). Lancaster, April 26 at 12. Johnson & Tilly, Lan-
 caster.
 Gregory, Jas, Houghton Regis, Bedford, Hay Dealer. Pet April 13.
 Luton, April 29 at 4. Simpson, St Alban's.
 Griffin, Reuben, Kingston-upon-Hull, Painter. Pet April 11. King-
 ston-upon-Hull, April 27 at 11. Summers, Hull.
 Gurr, Wm, Snargate, Kent, Carrier. Pet April 6. Romney, April 26
 at 11. Minter, Folkestone.
 Harrison, Nichl, Escombe Woodside, Witton Park, Durham, Licensed
 Victualler. Pet April 8. Newcastle-upon-Tyne, April 30 at 1. Hut-
 chinson, Stanhope.
 Johnson, Wm, Stokesley, York, Journeyman Blacksmith. Pet April 6.
 Stokesley, April 29 at 10. Jackson, Stokesley.
 Kearsey, Richd, Spaxton, Somerset, Farmer. Pet April 5. Exeter,
 April 30 at 11. Clarke, Exeter.
 Kirby, Wm Jas, Birm, out of business. Pet April 11. Birm, May 10
 at 10. Ansell, Birm.
 Kyght, Richd, Didbrook, Gloucester, Shoemaker. Pet April 10. Winch-
 comb, April 24 at 10. Wood, Winchcomb.
 Last, Hy, Norton, Suffolk, Rake Maker. Pet April 11. Bury St Ed-
 munds, April 27 at 12. Salmon, Bury St Edmunds.
 Lyon, Wm, Lpool, Carver. Pet April 11. Lpool, April 26 at 8. Hus-
 band, Lpool.
 Maguiness, John, James Pit, Camberland, Stableman. Pet April 12.
 Whitehaven, May 6 at 2. McKelvie, Whitehaven.
 Mathias, Benj, Narberth, Pembroke, Labourer. Pet April 13. Nar-
 berth, May 2 at 11. Lascelles, Narberth.
 Notley, Geo, Weymouth, Dorset, Baker. Pet April 9. Exeter, April
 30 at 11. Terrell & Petherick, Exeter.
 Oddy, John, Leeds, Shoe Manufacturer. Pet April 12. Leeds, April
 29 at 11. Pullan, Leeds.
 Ogden, Saml, Prisoner for Debt, Lancaster. Adj March 20. Manch,
 April 30 at 11.
 Padgett, Saml, Preston, Woollen Draper. Pet April 12. Preston, April
 27 at 12. Blackhurst, Preston.
 Parr, Geo, Holbeach, Lincoln, Publican. Pet April 12. Holbeach,
 April 29 at 11. Sturton, Holbeach.
 Phillips, Evan, Glanmyddlyn Farm, Llantrisant, Glamorgan, Farmer.
 Pet April 11. Pontypridd, April 27 at 11. Thomas, Pontypridd.
 Rogers, Hy, Hulme, Lancaster, Hairdresser. Pet April 11. Salford,
 April 27 at 9.30. Chorlton, Manch.
 Sherrod, Robt, Darlington, Durham, Builder. Pet April 12. Darling-
 ton, April 27 at 10. Robinson, Darlington.
 Smiley, Geo, Carlisle, Innkeeper. Pet April 11. Carlisle, April 30 at
 11. Wannop, Carlisle.
 Snowden, Geo, Goole, York, Tailor. Pet April 11. Goole, April 27 at
 12. Harle, Leeds.
 Soper, Wm Hy, Torquay, Devon, Coach Builder. Pet April 6. Exeter,
 May 1 at 1. Floud, Exeter.
 Taylor, John, Gatherington, Gloucester, Horse Dealer. Pet April 12.
 Bristol, April 26 at 11. Chesshyne, Cheltenham.
 Wade, Edwd, Northwich, Chester, Furrier. Pet April 10. Manch,
 May 6 at 12. Sale & Co, Chester.

Welch, Jonathan, Prisoner for Debt, Lancaster. Adj March 20. Manch
 April 30 at 9.30.
 Wild, Thos, Canton, Glamorgan, out of business. Pet April 11. Car-
 diff, April 29 at 11. Raby, Cardiff.
 Williamson, John, Lincoln, Tailor. Pet April 11. Lincoln, April 24 at
 11. Brown & Son, Lincoln.
 Wood, John, Butte Docks, Cardiff, Glamorgan, Printer. Pet April 11.
 Bristol, April 26 at 11. Waldron, Cardiff.
 Yates, Thos, Wakefield, York, Coal Factor. Pet April 11. Wakefield,
 April 27 at 11. Nettleton, Wakefield.

BANKRUPTCIES ANNULLED.

FRIDAY, April 12, 1867.
 Page, Wm Augustus, Abchurch-lane, Comm Agent. April 11.
 Garraway, Geo, Riches-st, Lime-st, Merchant. April 11.

TUESDAY, April 16, 1867.

Reid, Archibald, Foster-lane, Chesapeake, Warehouseman. April 11.
 Cohen, Joseph, Middlesex-st, Rag Merchant. April 10.
 Lazarus, Jas, Wilson-st, Finsbury, General Merchant. April 15.

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Town Hall, Liverpool, 15th April, 1867.

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Roman Law.—First Lecture, April 29th, at 7.30.—Professor H. J. ROBY, M.A.

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Equity and Real Property Law.—First Lecture, April 29th, at 8.30.—Reader J. M. SOLOMON, Esq., M.A.

Common Law.—First Lecture, April 30th, at 8.30.—Reader, A. CHARLES, Esq., B.A.

Indian Law.—First Lecture, April 29th, at 7.30.—Professor E. F. WOOD, B.A.

The First Lecture of each of the above Courses will be open to the public.

Prospectuses may be obtained on application, either personal or by letter, at the Office of the College, Gower-street, W.C.

CHAS. C. ATKINSON,

April, 1867.

Secretary to the Council.

CASES TO HOLD THE NUMBERS OF THE SOLICITORS' JOURNAL AND WEEKLY REPORTER, can be had at the Office, or through any Bookseller. Price 3s. 6d. and 7s. 6d.

Periodical Sales (established 1843), appointed to take place the first Thursday in every month, of Absolute and Contingent Reversions to Funded and other Property, Life Interests, Annuities, Policies of Assurance, Advertisements, Next Presentations, Manorial Rights, Rent Charges, Post Oblit Bonds, Debentures, Shares in Docks, Canals, Mines, Railways, Insurance Companies, and other public undertakings for the ensuing year.

MR. MARSH begs to announce that his **PERIODICAL SALES** (established in 1843), for the disposal of every description of the above-mentioned **PROPERTY**, take place on the first Thursday in each month throughout the ensuing year, at the Guildhall Coffeehouse, Gresham street:—

May 3	July 4	September 5	November 7
June 6	August 1	October 3	December 5

Notices of sales intended to be effected by the above means should be forwarded to Mr. Marsh at least a fortnight antecedent to the above dates.—43, Cannon-street, E.C.

To Landowners, Trustees, Farmers, Solicitors, and Others.

MESSRS. YEULETT & SON, Auctioneers,
Valuers, and Land Surveyors, beg to inform the above they continue to make Surveys of Land and Valuations of Estates, Farms, &c., with promptitude, guaranteed accuracy, and despatch. Property submitted to Auction on moderate terms, which may be known on application at their Offices, 13, Walbrook, London, E.C.

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BROOKS & SCHALLER (removed from Piccadilly)—The INDEX, printed MONTHLY (first published in 1820), of ESTATES, Country and Town Houses, Manors, Hunting Quarters, Shootings and Fishings, Farms, &c., to be LET or SOLD, can be had (free) at their Offices, 25, Charles-street, St. James's, S.W., opposite the Junior United Service Club. Particulars inserted without charge, but for next publication must be forwarded before the 24th of each month.

The Collier's Wood Estate, Lower Tooting.—A superior and substantial Family Mansion, seated in a well timbered park, and surrounded by beautiful pleasure grounds and gardens, in all 58 acres of Freehold Land, having an important frontage to the high road to Merton and Epsom, already ripe for building, only five miles from London, and close to a railway station, presenting a favourable opportunity for a building operation on a large scale, or, if retained for a few years as a most attractive and convenient Residence for a merchant or banker, certain to prove a most remunerative investment by its constant increase in value.

MR. PHILIP D. TUCKETT is instructed by the Executors to SELL by AUCTION, at the NEW AUCTION MART, Tokenhouse-yard, on TUESDAY, MAY 14th, at ONE o'clock, the distinguished and beautiful FREEHOLD ESTATE, known as Collier's Wood, for upwards of 40 years the property and residence of the late Boyd Miller, Esq., situate only five miles from town, at Lower Tooting, on the high road to Epsom, comprises a superior family residence, consisting of outer and inner halls, handsome dining and drawing rooms, library and morning room, boudoir, ten bed rooms, two nurseries, ample domestic and out offices, with excellent stabling and coach-houses, farm-buildings, two cottages for servants, tastefully arranged lawns and pleasure grounds, with artesian well, forming a constant self-acting fountain, two excellent walled gardens, with range of vinerias, hot houses, orangery, &c. The house stands in the centre of handsome park-like grounds, well screened by shrubberies, plantations, and fine ornamental timber, the whole comprising upwards of 58 acres of rich land, in a high state of cultivation, bounded by the high road, to which it has valuable frontages of nearly 2,000 feet, and by the Tooting, Merton, Wimbledon, and Brighton Railway, now nearly completed, with a station immediately adjoining. Whether retained for a time as a choice residential estate, possessing in itself all the charms of the country within a drive of the city, and certain, by its increasing value, to more than repay the rent to an occupying owner, or as a building speculation, for which nearly the whole is immediately available, it affords an opportunity for advantageous investment such as is rarely offered to the public. One or two meadows will be offered in separate lots.

Particulars may (shortly) be obtained of Mr. Bruce, at the mansion; at the Mart;

Messrs. YOUNG, MAPLES, TEESDALE, & NELSON, Solicitors, Frederick's-place, Old Jewry, E.C.;

or, with orders to view, of Mr. PHILIP D. TUCKETT, Land Agent and Surveyor, 76, Old Broad-street, E.C., and (late Mr. Moxon) 3, St. Martin's-place, Trafalgar-square, W.C.

Wandsworth-common, Peckham, Old Kent-road, Southwark, and Bartholomew-close.—Very excellent Leaseholds, for investment or early occupation.

MR. PHILIP D. TUCKETT will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on TUESDAY, MAY 14, at 1, in Nine Lots, several very desirable LEASEHOLD PROPERTIES, comprising two attractive detached residences, with large gardens, known as Falmouth and Sydenham villas, Albert-road, Peckham, near to two railway stations; a pair of superior semi-detached villas, with tastefully arranged gardens, known as Nos. 1 and 2, Sandwell-villas, delightfully situate, overlooking Wandsworth-common, close to the railway station; two comfortable residences, of moderate size, with large gardens, Nos. 7 and 29, New-cross road, close to a station on the South London Line; the valuable corner business premises, with large dwelling-house, No. 730, Old Kent-road; two well-built dwelling-houses, Nos. 4 and 5, St. George's-road, Southwark; and three excellent dwelling houses in Middlesex-passade, Bartholomew close. All in good repair, and most of them let to superior yearly tenants at old and very low rents.

Particulars of Messrs. RICHARD, and W. B. SMITH, Solicitors, 7, New-square, Lincoln's-inn, W.C.;

at the Mart; and of Mr. PHILIP D. TUCKETT, Land Agent and Surveyor, &c., 76, Old Broad-street, E.C., and (late Mr. Moxon) 3, St. Martin's-place, Trafalgar-square, W.C.

Redhill.—Valuable Detached Freehold Cottage Residence, with large frontage to high roads, suitable for building purposes.

MESSRS. BROMLEY, SON, & KELDAY have received instructions to offer to public COMPETITION, on TUESDAY, APRIL 30th, 1867, at TWELVE for ONE o'clock, at the NEW AUCTION MART, Tokenhouse-yard, Bank, a valuable FREEHOLD PROPERTY, known as Old Gardens, most pleasantly situate on the Brighton-road, and being at the corner of the main road leading to Reigate, from which place it is distant only a mile and a half. It comprises a neat cottage residence and about two acres of well arranged garden, which has frontages to the high roads of 500ft., and is well adapted for the purposes of a building estate. The above premises are in the occupation of the vendor, and will be sold with possession. The cottage can be divided from the building land, and as a whole is estimated to be of the value of £100 per annum. May be viewed only by cards.

Particulars and conditions of sale had of Messrs. J. & T. N. SHEFFIELD, Solicitors No. 52, Lime-street, City;

at the Auction Mart; and of the auctioneers, Messrs. BROMLEY, SON, & KELDAY, 114, Fenchurch-street, and 17, Commercial-road, E.

Redhill.—Valuable Freehold Premises, erected for a Public-house well placed at the corner of several roads.

MESSRS. BROMLEY, SON, & KELDAY have been directed to SELL by AUCTION, at the NEW AUCTION MART, Tokenhouse-yard, Bank on TUESDAY, April 3, at TWELVE for ONE o'clock, valuable PREMISES, recently erected, and well adapted for a Public-house, to be called the New Inn, and being well situate on the Brighton-road, at the corner of the road leading to Reigate. They are substantially built, and from the position they occupy must do a fair amount of trade. They comprise a building of one story, containing bar, bar parlour, public parlour, tap room, kitchen, and cellars; large club rooms, and four bed chambers. In the rear is excellent stabling for five horses, and large coach-houses. The whole is in hand, and possession will be given on completion of the purchase. May be viewed.

Particulars and conditions of sale had of Messrs. J. & T. N. SHEFFIELD, Solicitors, 52, Lime-street, City; at the Auction Mart; and of the auctioneers, Messrs. BROMLEY, SON, & KELDAY, 114, Fenchurch-street, and 17, Commercial-road, E.

Valuable Freehold Villa Residence, most pleasantly situate in the village of Acton, Middlesex.

MESSRS. BROMLEY, SON, and KELDAY will SELL by AUCTION, on TUESDAY, APRIL 30, at the NEW AUCTION MART, at TWELVE for ONE o'clock, a FREEHOLD COTTAGE RESIDENCE, known as Castle-villa, and being well placed on rising ground to command a view of the village of Acton. It contains three bed chambers, drawing, dining, and breakfast rooms, kitchen, and conservatory; stabling, coach-house, and small garden; and has frontages to two high roads; at present in the occupation of the vendor, but of the estimated annual value of £75. May be viewed by permission, and

Particulars of sale had at the Mart; and of the auctioneers, 111, Fenchurch-street, and 17, Commercial-road, E.

Mill-end.—Mercers' Estate.—Valuable Leasehold Ground Rent, well secured upon 20 Dwelling houses.

MESSRS. BROMLEY, SON, and KELDAY will SELL by AUCTION, on TUESDAY, APRIL 30, at TWELVE for ONE o'clock, at the NEW AUCTION MART, Tokenhouse-yard, Bank, a valuable and well secured LEASEHOLD GROUND RENT, amounting to £50 per annum, arising out of 20 dwelling-houses, situate and being Nos. 1 to 16 inclusive, Holmes-street, and 42 to 48 inclusive, Dempsey-street, Mile-end; held upon lease direct from the Mercers' Company for a term expiring 1901, at £20 per annum.

Particulars of sale may be had of Messrs. J. & T. N. SHEFFIELD, Solicitors, 52, Lime-street, City; place of sale; and of the auctioneers, Messrs. BROMLEY, SON, & KELDAY, No. 114, Fenchurch-street, and 17, Commercial-road, E.

Near Maidstone, Kent.—On the river Medway, and adjoining the turnpike road for a considerable distance from Maidstone to Rochester and Chatham.—The old-established Pottery and Brick Works of the Aylesford Pottery Company, with the whole of the capital machinery, patent and Scotch kilns and other erections, sheds, stables, and numerous modern brick cottages, with wharves on the Medway, and tramways connecting the same with the pottery works, together with about 255 acres of capital, sound agricultural land, affording an almost inexhaustible supply of the best gault clay and gray chalk, farmsteads, and a brick-built paper-mill, known as Frating-street Mill, with storerooms and premises, situate in the parish of Aylesford, Burham, and Boxley; the whole of which is freehold. With possession of the works on completion of the purchase.

MESSRS. DANIEL SMITH, SON, & OAKLEY have received instructions to offer for SALE by AUCTION, at the NEW AUCTION MART, Tokenhouse-yard, E.C., on THURSDAY, the 30th day of MAY next, at TWO precisely, in One Lot, the above highly important FREEHOLD COMMERCIAL ESTATE, which presents a fine opportunity to speculators for investment of capital and profitable occupation. The works are in full trade, and command a large and lucrative business, in manufacturing the best gault clay into bricks, sewer and drain pipes, for which there is a great and increasing demand, this description of bricks being used extensively in the Metropolitan Main Drainage Works. The extensive manufacturing premises are well built of brick, placed so that the communication with the wharves (which are quayed with ragstone) by the tramways is easy and direct. The buildings comprise the pottery (a large square building of three floors, with six circular pottery kilns, each with six furnaces), manufacturing and moulding rooms, fitted with the best description of machinery. There are numerous making and drying sheds, with fans, so that the manufacture proceeds throughout the year. Two Hoffman's patent brick kilns (one with 24 and the other with 16 compartments), with large octagon shafts (145 feet and 130 feet respectively), six Scotch kilns, several dry-clay patent brick machines by Bradley and Craven, and roller wire cutting machines, two pairs of very powerful clay crushing rollers with holsts, pug-mill, &c., weighbridges, &c.; the machinery being driven by a Galloway's 16-horse power double cylinder condensing engine, a 50-horse power condensing beam-engine, and two 23-horse power high-pressure horizontal engines, supplied by four steam boilers by Darr, Hattersley, & Co., and other makers. The clay pit has been well developed, and exposes an extensive face of the finest blue clay. The chalk may be considered to be of the same description as that from which the finest quality of gray lime is made on the adjoining estates, and would itself prove a most profitable investment. The land is of excellent waste, capable of producing abundant crops, and is divided into arable, pasture, hops, and woodlands, known as Great Cossington and Little Cossington Farms, with suitable farmhouses and premises, in the hands of responsible tenants, whose tenancies will expire in 1859. Frating-street Mill, used for the manufacture of paper boards, &c., driven by an overshot wheel, let on a repairing lease, of which about 7 years are unexpired. The cottages are modern and well-built, and form an important adjunct to the pottery works. The whole estate is supplied with abundance of pure water from a never failing spring.

Particulars may be obtained of Messrs. MAYNARD, SON, MARKBY, & DENTON, Solicitors, 57, Coleman-street, E.C.;

at the place of sale; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 19, Waterloo-place, Pall-mall, S.W.